



Amendment No. 6
of
Contract No. NA150000028
for
Wellness Services
between
Onsite Health Diagnostics, LLC
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 08, 2019, to December 07, 2020. Zero (0) options remain.
- 2.0 The total contract amount is increased by \$358,450.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/08/14 – 12/07/15	\$322,500.00	\$322,500.00
Amendment No. 1: Amended contract to add Section 0400 Supplemental Purchas Provisions Interlocal Purchasing Agreements	\$0.00	\$322,500.00
Amendment No. 2: Option 1 12/08/15 – 12/07/16	\$358,450.00	\$680,950.00
Amendment No. 3: Option 2 12/08/16 – 12/07/17	\$358,450.00	\$1,039,400.00
Amendment No. 4: Option 3 12/08/17 – 12/07/18	\$358,450.00	\$1,397,850.00
Amendment No. 5: Option 4 12/08/2018 – 12/07/2019	\$358,450.00	\$1,756,300.00
Amendment No. 6: Option 5	\$358,450.00	\$2,114,750.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: Kyle Alexander 10/15/19
Printed Name: Kyle Alexander
Authorized Representative

Signature and Date: Cyrenthia Ellis 12/6/19
Cyrenthia Ellis, Procurement Manager
City of Austin
Purchasing Office

Onsite Health Diagnostics, LLC
1199 S. Belt Line Rd Ste. 120
Coppell, TX 75019



Amendment No. 5
of
Contract No. NA150000028
for
Wellness Services
between
Onsite Health Diagnostics, LLC
and the
City of Austin

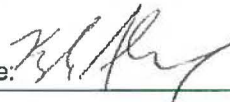
- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 08, 2018, to December 07, 2019. One option will remain.
- 2.0 The total contract amount is increased by \$358,450.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/08/2014 – 12/07/2015	\$322,500.00	\$322,500.00
Amendment No. 1: Amended contract to add Section 0400 Supplemental Purchas Provisions Interlocal Purchasing Agreements	\$0.00	\$322,500.00
Amendment No. 2: Option 1 12/08/2015 – 12/07/2016	\$358,450.00	\$680,950.00
Amendment No. 3: Option 2 12/08/2016 – 12/07/2017	\$358,450.00	\$1,039,400.00
Amendment No. 4: Option 3 12/08/2017 – 12/07/2018	\$358,450.00	\$1,397,850.00
Amendment No. 5: Option 4 12/08/2018 – 12/07/2019	\$358,450.00	\$1,756,300.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.


Signature and Date:

 12/6/18

Printed Name:
Authorized Representative

Onsite Health Diagnostics, LLC
1199 S. Belt Line Rd Ste. 120
Coppell, TX 75019
(972) 823-3413

Signature and Date:

 12/6/18
Cyrenthia Ellis
Procurement Manager

City of Austin
Purchasing Office
124 West 8th Street, Suite 310
Austin, Texas 78701




Amendment No. 4
of
Contract No. NA150000028
for
Wellness Services
between
Onsite Health Diagnostics, LLC
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 08, 2017, to December 07, 2018. Two remaining options.
- 2.0 The total contract amount is increased by \$358,450.00 each and combined between contractors for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/08/14 – 12/07/15	\$322,500.00	\$322,500.00
Amendment No. 1: Amended contract to add Section 0400 Supplemental Purchas Provisions Interlocal Purchasing Agreements	\$0.00	\$322,500.00
Amendment No. 2: Option 1 12/08/15 – 12/07/16	\$358,450.00	\$680,950.00
Amendment No. 3: Option 2 12/08/16 – 12/07/17	\$358,450.00	\$1,039,400.00
Amendment No. 4: Option 3 12/08/17 – 12/07/18	\$358,450.00	\$1,397,850.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:  11/10/17
Printed Name: Kyle Alexander, CEO
Authorized Representative

Signature and Date: 
Linell Goodin-Brown, Contract Management Supervisor II
City of Austin
Purchasing Office 11-16-17

Onsite Health Diagnostics, LLC
1199 S. Belt Line Rd Ste. 120
Coppell, TX 75019



Amendment No. 4
of
Contract No. NA150000028
for
Wellness Services
between
CareATC Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 08, 2017, to December 07, 2018. Two remaining options.
- 2.0 The total contract amount is increased by \$358,450.00 each and combined between contractors for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/08/14 – 12/07/15	\$322,500.00	\$322,500.00
Amendment No. 1: Option 1 12/08/15 – 12/07/16	\$358,450.00	\$680,950.00
Amendment No. 2: Name Change	\$0.00	\$680,950.00
Amendment No. 3: Option 2 12/08/16 – 12/07/17	\$358,450.00	\$1,039,400.00
Amendment No. 4: Option 3 12/08/17 – 12/07/18	\$358,450.00	\$1,397,850.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Printed Name:

Authorized Representative

Came Balicki 11-14-17
Came Balicki
Director, Population
Health

Signature and Date:

Linell Goodin-Brown
Linell Goodin-Brown, Contract Management Supervisor II
City of Austin
Purchasing Office 11-16-17

CareATC Inc.

4500 S. 129th E. Ave., Ste. 191

Tulsa, OK 74134-5897




Amendment No. 3
of
Contract No. NA150000028
for
Wellness Services
between
Onsite Health Diagnostics, LLC
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 08, 2016, the term for the extension option will be December 08, 2016 to December 07, 2017 and there are three remaining options.
- 2.0 The total contract amount is increased by \$358,450.00 each and combined between contractors for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/08/14 – 12/07/15	\$322,500.00	\$322,500.00
Amendment No. 1: Amended contract to add Section 0400 Supplemental Purchas Provisions Interlocal Purchasing Agreements	\$0.00	\$322,500.00
Amendment No. 2: Option 1 12/08/15 – 12/07/16	\$358,450.00	\$680,950.00
Amendment No. 3: Option 2 12/08/16 – 12/07/17	\$358,450.00	\$1,039,400.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:  11/17/16
Printed Name: KYLE ALEXANDER, CEO
Authorized Representative

Signature and Date:  12-7-16
Linell Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office

Onsite Health Diagnostics, LLC
1199 S. Belt Line Rd Ste. 120
Coppell, TX 75019



Amendment No. 3
of
Contract No. NA150000028
for
Wellness Services
between
CareATC Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 08, 2016, the term for the extension option will be December 08, 2016 to December 07, 2017 and there are three remaining options.
- 2.0 The total contract amount is increased by \$358,450.00 **each and combined between contractors** for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/08/14 – 12/07/15	\$322,500.00	\$322,500.00
Amendment No. 1: Option 1 12/08/15 – 12/07/16	\$358,450.00	\$680,950.00
Amendment No. 2: Name Change	\$0.00	\$680,950.00
Amendment No. 3: Option 2 12/08/16 – 12/07/17	\$358,450.00	\$1,039,400.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Printed Name: JAY JACKSON
Authorized Representative

12/2/16

Signature and Date:

Linell Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office

12/4/16

CareATC Inc.
4500 S. 129th E. Ave., Ste. 191
Tulsa, OK 74134-5897



Amendment No. 2
of
Contract No. NA150000028
for
Wellness Services
between
Onsite Health Diagnostics, LLC
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 08, 2015, the term for the extension option will be December 08, 2015 to December 07, 2016 and there are four remaining options.
- 2.0 The total contract amount is increased by \$358,450.00 each and combined between contractors for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/08/14 – 12/07/15	\$322,500.00	\$322,500.00
Amendment No. 1: Amended contract to add Section 0400 Supplemental Purchas Provisions Interlocal Purchasing Agreements	\$0.00	\$322,500.00
Amendment No. 2: Option 1 12/08/15 – 12/07/16	\$358,450.00	\$680,950.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

4/23/15

Printed Name: Kyle Alexander
Authorized Representative

Signature and Date:

Linell Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office

12/11/15

Onsite Health Diagnostics, LLC
1199 S. Belt Line Rd Ste. 120
Coppell, TX 75019



Amendment No. 2
to
Contract No. NA150000028
for
Wellness Services
Between
Karelia, LLC
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor name as requested and documented by the vendor.

	From	To
Vendor Name	Karelia, LLC	CareATC Inc.
Vendor Code	V00000919427	
FEIN		

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No.2 is hereby incorporated into and made a part of the Contract.

A handwritten signature in cursive script that reads "Linell Goodin-Brown".

Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin, Purchasing Office

12-7-16
Date

V00000915438



Amendment No. 1
of
Contract No. NA150000028
for
Wellness Services
between
Karelia, LLC
and the
City of Austin

1.0 The City hereby exercises the extension option for the above-referenced contract. Effective December 08, 2015, the term for the extension option will be December 08, 2015 to December 07, 2016 and there are four remaining options.

2.0 The total contract amount is increased by \$358,450.00 each and combined between contractors for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/08/14 – 12/07/15	\$322,500.00	\$322,500.00
Amendment No. 1: Option 1 12/08/15 – 12/07/16	\$358,450.00	\$680,950.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: _____

Printed Name:

Authorized Representative

Carin Balder

Karelia, LLC

~~6000 Village Bend Dr. Apt. 1304~~

~~Dallas, Texas 75206~~

5 Batterman Park Rd

Suite 1

Farmington, CT 06032

Signature and Date: _____

Linell Goodin-Brown, Contract Compliance Supervisor

City of Austin

Purchasing Office

Linell Goodin-Brown
12/11/15



Amendment No. 1
to
Contract No. MA 5800 NA150000028
for
Wellness Services – Biometric Screening
Between
Onsite Health Diagnostics, L.L.C.
and the
City of Austin

1.0 The above referenced Contract is amended as follows:

1.1 Section 1.1.2 of the Contract, Section 0400-Supplemental Purchase Provisions is hereby amended by the addition of the following provision:

Interlocal Purchasing Agreements.

The City has entered into Interlocal Purchasing Agreements with other governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible agencies that have an interlocal agreement with the City.

The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

2.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

3.0 All other terms and conditions remain unchanged and in full force and effect.

BY THE SIGNATURES affixed below, Amendment No.1 is hereby incorporated into and made a part of the above-referenced contract.

Signature: Teresa Reddy
Teresa Reddy
Corp Contract Compliance Mgr.
City of Austin
Purchasing Office

2/19/15

Date

Signature: Mark S. Masson
Printed Name: Mark S. Masson
Authorized Representative
Onsite Health Diagnostics, L.L.C.
8445 Freeport Parkway, #500
Irving, Texas 75063

2/17/2015

Date



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

December 8, 2014

Karelia, LLC
John Carew
5 Batterson Park Road, Suite 1
Farmington, CT 06032

Dear John:

The Austin City Council approved the execution of a contract with your company and Onsite Health Diagnostics, LLC for Wellness Services in accordance with the referenced solicitation.

Responsible Department:	Human Resources Department
Department Contact Person:	Michelle Du
Department Contact Email Address:	Michelle.Du@austintexas.gov
Department Contact Telephone:	512-974-2547
Project Name:	Wellness Services
Contractor Name:	Karelia, LLC
Contract Number:	NA150000028
Contract Period:	12/08/2014 – 12/07/2015
Dollar Amount	\$322,500.00 each and combined
Extension Options:	Five 12 month extension options
Requisition Number:	14030400241
Solicitation Type & Number:	RFP CDL2000
Agenda Item Number:	68
Council Approval Date:	11/20/2014

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Corporate Contract Compliance Manager
City of Austin
Purchasing Office

cc: Monica McClure
Michelle Du

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Karelia Health ("Contractor")
for
Wellness Services – Health Education**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Karelia Health having offices at 5 Batterson Park Road, Farmington, CT 06032 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number CDL2000.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposal, CDL2000 including all documents incorporated by reference
- 1.1.3 Karelia Health's Offer, dated May 28, 2014, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to five (5) additional twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total not-to-exceed amount of \$322,500 each and combined for the initial Contract term, and an amount not-to-exceed \$358,450 each and combined per each of the five twelve (12) month extension options for a total contract amount not-to-exceed \$2,114,750 each and combined. Contractor shall be paid according to Contractor's Revised Offer Sheet attached hereto as Exhibit A. Prices are firm for the first thirty six (36) months of the contract, and rate caps are provided for the remaining three (3) 12-month extension options. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

KARELIA HEALTH

JOHN E CAREW

Printed Name of Authorized Person



Signature

CEO

Title:

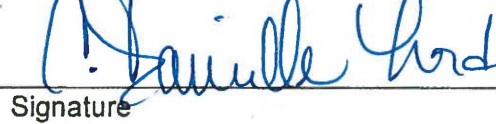
12/11/14

Date:

CITY OF AUSTIN

C. Danielle Lord

Printed Name of Authorized Person



Signature

Corporate Contract Compliance Manager

Title:

12/8/14

Date:

Exhibit A – Contractor's Offer Clarification
Exhibit B – City's Non-Discrimination Certificate

EXHIBIT A Contractor's Offer Clarification

Health Education – Component 4, 0500 Section 3.4

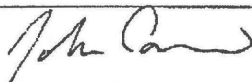
1. Proposal costs that do not include all requirements may be deemed non-responsive.
2. At a minimum contractor shall offer pre-diabetes, heart health and weight management classes. Other class types may be considered during implementation or annually during the contract renewal process.
3. An entry of "0" (zero) or blank entry will be interpreted by the City as no-charge (free) and the City will not pay for that item.

Contract Year	Total Number of Expected Classroom Hours per Year	Cost per Classroom Hour	Total Annual Cost (Number of Expected Classroom hours X Cost per Classroom Hour)
2015	400	\$250.00 to a \$315.00 MAX	\$126,000.00
2016	400	\$250.00 to a \$315.00 MAX	\$126,000.00
2017	450	\$250.00 to a \$320.00 MAX	\$144,000.00
2018	500	\$250.00 to a \$320.00 MAX	\$160,000.00
2019	550	\$250.00 to a \$325.00 MAX	\$178,750.00
2020	600	\$250.00 to a \$325.00 MAX	\$195,000.00
Total Cost:			\$929,750.00

The City of Austin will utilize the information on this BAFO for analyzing competing proposals and selection purposes.

Vendor Name: John Carew, Karelia Health

Vendor Signature:



Date: July 31, 2014

EXHIBIT B
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 1ST day of December, 2014

CONTRACTOR

Authorized Signature

Title

KARELIA
[Signature]
CEO

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400 SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office five (5) days prior to the Solicitation Due Date. Please send questions in writing to Danielle Lord by email Danielle.Lord@austintexas.gov or fax to: (512) 974-2388.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400 SUPPLEMENTAL PURCHASE PROVISIONS**

- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$250,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the contract.

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to five additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400 SUPPLEMENTAL PURCHASE PROVISIONS**

4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Human Resources Department
Attn:	Accounts Payable
Address:	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
6. **HAZARDOUS MATERIALS:**
- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.
7. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400 SUPPLEMENTAL PURCHASE PROVISIONS**

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

8. NON-SOLICITATION:

- A. Solicitation at City of Austin workplaces is strictly prohibited. This includes asking City employees for their phone numbers and addresses and distributing or displaying business cards. Contractor may distribute a business card only if an employee specifically asks for one.

9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400 SUPPLEMENTAL PURCHASE PROVISIONS**

- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial. The City reserves the right to require additional background checks, as deemed necessary.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

10. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400 SUPPLEMENTAL PURCHASE PROVISIONS**

- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: State and Area Employment, Hours and Earnings	
Series ID: SMU48000006500000001	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: Statewide	
Description of Series ID: Education and Health Services	
This Index shall apply to the following items of the Cost Proposal: all	

- E. **Calculation:** Select the applicable method below (Single, Portion or Composite) and remove the others and these instructions. Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price
Multiply weighted price by change factor for each index
Equals the Adjusted Price for the portion of the Base Price subject to each Index
Add all adjusted prices for each item together
Equals Adjusted Price for each item

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400 SUPPLEMENTAL PURCHASE PROVISIONS**

11. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Michelle Du

512-974-2547

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

City of Austin
Purchasing Office
0500 Scope of Work for Wellness Services

1. PURPOSE

The City of Austin, hereinafter referred to as “the City,” seeks proposals for the City’s HealthyConnections employee wellness program. This program consists of four related components: biometrics screening services, health assessment questionnaires, wellness incentive tracking and health education.

Interested Vendors can propose on one or more of the above components. The City will award the contract to one or more Contractors. The initial contract will be for one 12-month term with five (5) 12-month extension options.

2. BACKGROUND

HealthyConnections is the City of Austin employee wellness program. The program is managed by the Human Resources Department Employee Benefits Division staff. HealthyConnections programs are offered to employee and retiree participants. There are approximately 15,000 participants in the Austin area who are eligible to participate in this program. Larger screening events will last up to eight hours with 1,000 participants being screened. Smaller screening events will last as little as one hour with 10 participants being screened. For detailed information, refer to Attachment 1.

3. CONTRACTOR REQUIREMENTS

3.1. Component 1: Biometric Screening Services

- 3.1.1. Contractor shall provide biometric screenings that measure each of the following health statuses:

- 3.1.1.1. Blood pressure
- 3.1.1.2. Height
- 3.1.1.3. Weight
- 3.1.1.4. Waist circumference
- 3.1.1.5. Body Mass Index (BMI)
- 3.1.1.6. Body composition

- 3.1.2. Contractor, using a non-fasting finger stick, shall measure glucose, A1c, total cholesterol, HDL, LDL and triglycerides

- 3.1.2.1. Non-fasting finger stick measurements shall be performed on a Cholestech LDX® System or equivalent.

- 3.1.3. Contractor staff administering finger sticks shall be a state certified Phlebotomist, Registered Nurse, Licensed Vocational Nurse or EMT – Paramedic.

- 3.1.4. Contractor shall perform and conduct biometric screenings at the request of City staff. Date, times and locations will be determined by the City. The Contractor shall accommodate any request made in writing by City staff thirty (30) days in advance.

- 3.1.5. Contractor shall provide equivalent services at large and small screening events.

- 3.1.6. Contractor shall arrive at the location and complete set-up for the events the day prior to the scheduled start date at the discretion of the City.

- 3.1.7. Contractor shall be prepared to accept walk-in participants in addition to appointments. Fifty percent (50%) of participants at each event may be walk-ins.

City of Austin
Purchasing Office
0500 Scope of Work for Wellness Services

- 3.1.8. Contractor shall allow participants to register for screening appointments in 15 minute intervals up to 24 hours prior to the screening event.
 - 3.1.9. Contractor shall be able to do all of the following: accept appointments through an online system, over the phone, or manually from a handwritten sign up sheet provided by City staff.
 - 3.1.10. Contractor shall have a customer service center that participants can call to make appointments, change appointments, and ask general questions. The customer service center shall be open from 7:30 AM to 5 PM CST.
 - 3.1.11. Contractor shall track appointments and increase appointment availability prior to the screening event to accommodate as many participants as possible.
 - 3.1.12. Contractor shall take appointments as soon as an event is confirmed by HealthyConnections staff. This includes events that are confirmed more than 30 days in advance.
 - 3.1.13. Contractor shall provide each participant with their biometric measurement results during the screening event.
 - 3.1.14. Contractor shall provide educational literature to each screening participant that provides an explanation of their screening results in comparison to generally accepted healthy range standards.
 - 3.1.15. Contractor shall track results and shall have the ability to mail individual results to participants. Contractor shall also have a mechanism in place for participants to retrieve their results from a secure website.
 - 3.1.16. The Contractor shall have the capability to send and receive a secure biometric data file and files in the 834 file format as required by Health Insurance Portability and Accountability Act (HIPAA) on a bi-weekly basis. Contractor shall have the capability to send data to or from the City's medical plan carrier or eligibility vendor as part of the contract with no additional fees. (refer to Section 0640-signed business agreement). The Contractor shall be responsible for the accuracy and timeliness of all information submitted.
 - 3.1.17. Contractor shall provide to HealthyConnections staff a quarterly aggregate report and analysis of participant results. This report will be required within 20 days of the end of the quarter. Report requirements shall include: health range for screening participants, percentage of employees not within healthy range and those at high risk.
 - 3.1.18. Contractor shall produce reports which shall have the ability to be split up by different demographic points, providing at least 50 employees from that group complete the screening. Contractor shall determine ranges and risks by using commonly accepted health data.
- 3.2. Component 2: Health Assessment Questionnaire
- 3.2.1. Contractor shall offer a National Committee for Quality Assurance (NCQA) credited bilingual (English and Spanish) health assessment questionnaire that is available online and in paper format.

City of Austin
Purchasing Office
0500 Scope of Work for Wellness Services

- 3.2.2. Contractor shall offer a health assessment that is compliant with Genetic Information Nondiscrimination Act (GINA) regulations.
 - 3.2.3. Contractor shall provide immediate, printable results to participants completing a health assessment. The assessment should include an overall health score, detailed information on top health risks, and how to ameliorate these risks.
 - 3.2.4. Contractor shall have a mechanism allowing participants to securely sign in to the website using a resettable password.
 - 3.2.5. Contractor shall have a mechanism allowing participants to complete a health assessment once per calendar year.
 - 3.2.6. Contractor shall have the ability to upload biometric data files from a third party vendor directly into participants' online health assessment questionnaire at no additional cost to the City. Biometrics will include: blood pressure, height, weight, waist circumference, BMI, body composition, glucose, A1c, total cholesterol, triglycerides including HDL and LDL.
 - 3.2.7. Contractor shall make the online health assessment questionnaire data available at the individual member level in the event it is needed by a third party with which the City contracts. Refer to Section 0640-signed business agreement.
 - 3.2.8. Contractor shall create a monthly online health assessment questionnaire participation report in Excel format and furnish it to the City or a third party vendor by the 10th of the following month in a format requested by the City.
 - 3.2.9. Contractor shall have the capability to track aggregate online health assessment questionnaire results and report to the City on a quarterly basis.
- 3.3. Component 3: Wellness Incentive Tracking
- 3.3.1. Contractor shall have an online system that participants can access to view their earned and available incentives. Participation and incentives shall be updated on a monthly basis and shall be available for viewing on the website within one week (five business days) of data being sent to the Contractor.
 - 3.3.2. Contractor shall have a mechanism for participants to securely sign in to the website using a password. Participants shall have the ability to reset their passwords to access the health assessment and previous data.
 - 3.3.3. Contractor shall track all participation for all wellness programs designated by the City, including those conducted by a third party.
 - 3.3.4. Contractor shall accept regular and ad hoc interface files and hard copy sign in sheets and agreement forms from the City and third party vendors and shall be responsible for uploading participant's data onto the Contractor's secure website.
 - 3.3.5. Contractor shall track preventive care from the City's medical plan carrier based on a secure data file and files in the 834 file format as required by HIPAA on a bi-weekly basis to or from the City's medical plan carrier or eligibility vendor as part of the contract with no additional fees. Refer to Section 0640-signed business agreement.

City of Austin
Purchasing Office
0500 Scope of Work for Wellness Services

- 3.3.6. Contractor shall provide to the City a detailed quarterly electronic record file indicating the value of incentives provided, the date the incentive was earned, and the activity that was completed by each individual for the purposes of applying that value to taxable income for employee payroll and W-2 forms.
- 3.3.7. Contractor shall have customer service representatives available to answer questions about the online incentive tracking system. The customer service center shall be open from 7:30 AM to 5 PM CST.
- 3.3.8. Contractor shall have the capability to administer the following type of incentives:
 - 3.3.8.1. Gift cards and non-cash based rewards
 - 3.3.8.2. Point tracking and dollar-reward accumulation
 - 3.3.8.3. Utilization of Flexible Spending Account (FSA)/ Health Reimbursement Arrangement (HRA)/Health Savings Account (HAS) vehicles for the funding of awards linked to activity completion
 - 3.3.8.4. Integration and tracking of rewards related to programs established and maintained by the City and/or a third party vendor.

3.4. Component 4: Health Education

- 3.4.1. Contractor shall provide health education programs.
- 3.4.2. Contractor shall reach out to participants that are eligible for the program to encourage enrollment. Outreach shall include phone calls and customized letters.
- 3.4.3. Contractor shall target lifestyle interventions that have been proven to help participant's lower health risks.
- 3.4.4. Contractor shall offer health education programs at City worksites as scheduled and requested by City staff.
- 3.4.5. Contractor shall have clinically-trained experts who will lead classes.
- 3.4.6. Contractor shall perform pre- and post-program measurement data collection and analysis of clinical change in participants.
- 3.4.7. Contractor shall provide quarterly reports of participation and results to the City within 20 days after the end of each quarter.
- 3.4.8. Contractor shall offer ongoing worksite follow-up group support meetings.

4. CITY REQUIREMENTS

The City will:

- 4.1. Use the results of the finger biometric screenings to determine the eligibility for health education programs.
- 4.2. Determine eligibility based on recommendations from the Contractor and nationally recognized health data.
- 4.3. Pre-approve all materials to be used to conduct biometric screening events and health education classes.

City of Austin
Purchasing Office
0500 Scope of Work for Wellness Services

- 4.4. Schedule all activities, and these activities are the only ones authorized for payment by the City.

5. GENERAL REQUIREMENTS

5.1. Staff

- 5.1.1. Contractor's staff members managing biometric screening events shall be a state certified Registered Nurse, Physician's Assistant, or EMT - Paramedic.
- 5.1.2. Contractor's staff members leading health education classes shall be clinically trained experts: Registered Nurse, Registered Dietician, Licensed Practical Nurse or Nurse Practitioner.
- 5.1.3. Contractor's staff shall refrain from eating while working.
- 5.1.4. Contractor's staff shall refrain from smoking or chewing tobacco products while at any City of Austin workplace.

5.2. Equipment and Materials (specific to the Biometric Screening Services)

- 5.2.1. Contractor shall use a Cholestech LDX[®] System or equivalent for finger stick blood screenings. *(Equivalent device must have supporting National Institute of Health documentation showing good clinical utility when compared to standardized lab results.)*
- 5.2.2. Contractor shall provide blood pressure cuffs and scales that can measure obese participants who require larger cuffs and scales that can weigh up to 400 pounds.
- 5.2.3. Contractor shall provide needles that can accommodate different skin types including callused and thicker skin.
- 5.2.4. Contractor shall provide all necessary materials, equipment, supplies and staff to a scheduled biometric screening event or health education class.
- 5.2.5. Contractor shall clean the service area and provide proper disposal of all medical and other waste in accordance with proper medical standards.
- 5.2.6. Contractor shall return any furniture moved during the event to its original location.
- 5.2.7. Contractor shall be able to conduct one hour, two hour, four hour, or full-day clinics.

- 5.3. Contractor shall provide training for the Employee Benefit Division staff on the four components offered in Section 3 of the scope of work, including providing administrative manuals.

- 5.4. Contractor shall be prepared to conduct health assessments on January 1, 2015.

- 5.5. Participants shall be able to compare their results to previous years' data (refer to Section 0640—signed business agreement)

- 5.6. At the end of the contract, the Contractor shall provide all participant data to another vendor at the request of the City. Refer to Section 0640—signed business agreement.

Response to Request for Proposal

CITY OF AUSTIN
SOLICITATION NO: CDL2000

Prepared for:

City of Austin

Danielle Lord, Contract Compliance Manager

City of Austin, Purchasing Office

Municipal Building

124 W 8th Street, Rm 308

Austin, TX 78701

Phone: (512) 974-2298

Submitted by:

Karelia Health

May 29, 2014

For further information contact:

Nick Peper

Risk Reduction Sales Executive

508-654-4058

Nick.Peper@kareliahealth.com



**CITY OF AUSTIN
SOLICITATION NO: CDL2000**

Table of Contents

I.	<i>Executive Summary of Proposed Solution</i>	Tab 1
II.	<i>Required Documents</i>	Tab 2
III.	<i>Business Organization Information</i>	Tab 3
IV.	<i>System Concept and Solutions</i>	Tab 4
V.	<i>Prior Experience</i>	Tab 5
VI.	<i>Personnel</i>	Tab 6
VII.	<i>Pricing Submission</i>	Tab 7
VIII.	<i>Summary of Exceptions to Proposal</i>	Tab 8
IX.	<i>Sample Communications</i>	Tab 9



**CITY OF AUSTIN
SOLICITATION NO: CDL2000**

Tab 1: Executive Summary

Recognizing that lifestyle related diseases drive the great majority of actionable healthcare costs, Karelia Health has developed targeted education programs that produce exceptional results for individuals at high risk for preventable and often reversible chronic illnesses. Having met with the City of Austin in January and after carefully reviewing your RFP, Karelia Health feels uniquely positioned to meet the long term goals of the City given our philosophical alignment. ***The five year plan we discussed with the City to reduce the prevalence of chronic conditions – heart disease and diabetes, primarily - exactly meets the specific objectives Karelia was founded to accomplish over 20 years ago.*** Our program has a proven track record of guiding high-risk employees on the journey to life-long good health which will help the City achieve its long term employee health objectives, while the immediate intervention we offer will provide a jump start to 2014 and 2015.

Karelia's mission is to save lives and money by educating high risk individuals about how to halt and where possible, *reverse* heart disease, hypertension and type 2 diabetes. In addition, the evidence shows that addressing the lifestyle related drivers of those conditions also reduces the risk factors associated with other chronic conditions including certain cancers and autoimmune diseases. Our Risk Reduction Education Program is evidence-based and uses biomarkers to identify individuals at risk, and a curriculum (group education model) taught by clinically trained professionals (RD's, CDE's) that provides lifestyle direction to quickly reduce risk factors. We re-screen class participants after the eight (8) week intervention to measure progress, and then close the loop by providing monthly group support sessions with the same instructor. Our program has produced exceptional results in sustainable and clinically significant risk reduction, as well as extraordinarily high marks for participant and employer satisfaction.

For purposes of this RFP, Karelia is submitting a proposal for SOW Component 4 – Health Education – which best matches our core competency. We will work closely with other vendors you choose for SOW Components 1-3.

Company History

Karelia Health originated with a grant from the Centers for Disease Control & Prevention (CDC) to our predecessor organization Health Navigators, LLC. The focus of the grant – the Georgia Cardiovascular Disease Initiative – was to educate businesses in Georgia about Cardiovascular Disease and to provide a worksite education intervention for high risk individuals. The initiative was one of the first of its kind to provide measureable results from a worksite intervention specifically intended for higher risk individuals.

Over the last 20 years, this initiative has grown into the Karelia Health Risk Reduction Education Program (Health Navigators was acquired in 2010 by Karelia Health, LLC) and our curriculum has



**CITY OF AUSTIN
SOLICITATION NO: CDL2000**

expanded from a sole focus on CVD to other comorbid chronic conditions including Diabetes and Prediabetes and Hypertension. Karelia works exclusively with employer groups around the country. All elements of our program are conducted at the worksite in a high touch, hands on group education model. Karelia's instructors are local, experienced, clinically trained Registered and Licensed Dietitians (RD/LD's) and Certified Diabetes Educators (CDE's). Our clientele includes dozens of corporate and government entities along with thousands of their highest risk employees.

Performance

Karelia's primary commit to our customers – high risk individuals and their employers – is to ensure exceptional results. Our business and clinical models deliver extraordinary outcomes that exceed industry standards in three categories that are essential to the long term success and sustainability of your program:

- Participation Rates (85% of high risk individuals participate in our education program)
- Clinical Outcomes (15% - 25% average reductions in LDLC, Glucose/A1c and BP)
- Participant Satisfaction (95% of participants recommend our program to coworkers)

As a result of these exceptional outcomes, and our commitment to responsive and professional program administration, over 90% of our customers choose to continue and expand their contracts with Karelia. We expect to demonstrate comparable performance for the City as the best way to ensure the City's desire to continue and expand our relationship beyond the initial contract term.

Commitment

The key Karelia personnel who will serve the City identified below.

Terri Forman will serve as the City's **Client Service Manager**. Terri is an SPHR and is uniquely qualified not only by her 35 years in Human Resource management experience, but also by having supervised the implementation and execution of the Karelia program for a prior employer (a global OEM auto supplier). Terri will coordinate all aspects of the Karelia program "on the ground" in the City and with the providers selected by the City for SOW Components 1-3. We expect Terri to have a physical presence in the City for 4 – 10 days per month depending on the scope and quantity of classes the City decides to offer.

Karelia's practice is to source our **RD/LD, CDE instructors** locally. This ensures that your instructor will have "local knowledge" of the culture, medical community, food suppliers and restaurants in the City of Austin. All instructors' credentials will include an undergraduate degree in Nutrition Science, an RD/LD and CDE, and probably (not guaranteed) a Master of Science in a related field. All will also have clinical experience and training, and all will have experience in teaching a group education model program. The instructor selected to serve the City's program – depending on the scope and quantity of classes the City



**CITY OF AUSTIN
SOLICITATION NO: CDL2000**

decides to offer – may dedicate 100% of their time to the City’s program. If desired, the City may have input into the candidate(s) selected by Karelia to instruct the program.

Sarah McDougal is our **Director of Risk Reduction Dietetics**. As Director of Risk Reduction Dietetics, Sarah is responsible for onboarding and overseeing Karelia’s national network of specially qualified registered dietitians. Sarah holds a Bachelor of Science in Nutrition and Dietetics from New York University. Her extensive career has been focused on educating patients and program participants on the science of food and how we use food to properly fuel and heal our bodies. Sarah’s passion allows her to identify and train likeminded dietitians that will carry this message of good health forward into your workplace. She has been published in a number of medical and nutrition publications including *www.Healthline.com*, *Positive Communication* and *Achieve: AIDS Community Research Initiative of America*. Sarah will play an important role in recruiting, training and overseeing all clinical aspects of the City’s Health Education program

Carrie Balicki is our **Chief Operating Officer**. In her role as Karelia’s Chief Operating Officer, Carrie manages all aspects of service delivery for clients enrolled in Karelia’s True Health programs and is responsible for ensuring complete and total satisfaction. Carrie is known for her commitment to understanding the complex needs of her clients and meeting those needs with customized solutions that bring demonstrated results.

Prior to her leadership role with Karelia, Carrie was Assistant Vice President and Workforce Health Operations Manager, with Ovation Benefits for six year Ovation Benefits is an employee benefits consulting company specializing in municipalities.) Having moved over to that division from the Client Services side of the organization where she had been a Practice Leader for Ovation Benefits where she spent five years in that role managing approximately 125 insurance clients.

The City of Austin will be a Key Account for Karelia, as such; the delivery of services will be directly supervised by Carrie.

➤ **Karelia Representative:**

John Carew, CEO
Karelia Health, LLC
5 Batterson Park Rd.
Farmington, CT 06032
john.carew@kareliahealth.com
860 – 982 – 5570



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)

SOLICITATION NO: CDL2000

COMMODITY/SERVICE DESCRIPTION: Wellness Services

DATE ISSUED: 5/12/2014

REQUISITION NO.: 5800 14030400241

PRE-PROPOSAL CONFERENCE TIME AND DATE: 5/20/2014,
10:00 AM

COMMODITY CODE: 94855/9485584

LOCATION: 124 W. 8th Street, Room 335.1, Austin, TX 78701

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

PROPOSAL DUE PRIOR TO: 5/29/2014 at 2:00 PM

PROPOSAL CLOSING TIME AND DATE: 5/29/2014 at 2:00 PM

Danielle Lord
Contract Compliance Manager, Corporate

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

Phone: (512) 974-2298

E-Mail: danielle.lord@austintexas.gov

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL, 5 COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SCOPE OF WORK	5
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0620	COST SHEET	6
0630	COMMERCIAL AND LEGAL TERMS	22
0640	HIPAA BUSINESS ASSOCIATE AGREEMENT	5
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
ATT1	DETAILED BACKGROUND INFORMATION AND 2013 HEALTH ASSESSMENT SCHEDULE FOR WELLNESS SERVICES	6
ATT2	BUSINESS ORGANIZATION FOR WELLNESS SERVICES	1
ATT3	HEALTH EDUCATION FOR WELLNESS SERVICES	1
ATT4	PERFORMANCE GUARANTEES FOR WELLNESS SERVICES	1
ATT5	EXCEPTIONS FOR WELLNESS SERVICES	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.


The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Karelia, LLC

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: John Carew

Title: CEO

Signature of Officer or Authorized Representative: 

Date: May 28, 2014

E-Mail Address: john.carew@kareliahealth.com

Phone Number: 860 982 5570

* Proposal response must be submitted with this Offer sheet to be considered for award Section 0605: Local Business Presence Identification

**City of Austin
Purchasing Office
Local Business Presence Identification Form**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	KARELIA LLC					
Physical Address	FARMINGTON, CT 06032					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	NONE					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	NONE					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

City of Austin
Purchasing Office
Local Business Presence Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:

Karelia, LLC

[Signature]

Signature, Authorized Representative of Offeror

CEO

Title

June 10, 2014

Date

END



**CITY OF AUSTIN
SOLICITATION NO: CDL2000**

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name KARELIA, LLC

1. Company's Name Town of Greenwich
 Name and Title of Contact Dustin Anderson Special Projects Manager, First Selectmen's Office
 Present Address 101 Field Point Road
 City, State, Zip Code Greenwich, CT 0683
 Telephone Number (203) 622 7712 Fax Number f: (203)-622-3793
 Email Address Dustin.Anderson@greenwichct.org

2. Company's Name Constitutional Tax Collector, Serving Palm Beach County, FL
 Name and Title of Contact Marilyn Hannan, Chief Personnel Officer | Human Resources
 Present Address 301 N Olive Ave, 3rd Floor
 City, State, Zip Code West Palm Beach, FL, 33401
 Telephone Number (561) 355-3921 Fax Number ()
 Email Address mhannan@pbctax.com

3. Company's Name City of Jacksonville Florida
 Name and Title of Contact Mary DiPerna, MAcc, CEBS, Compensation and Benefits Division
 Present Address 117 W. Duval St., Suite 150
 City, State, Zip Code Jacksonville, Florida 32202
 Telephone Number (904) 630-1212, x 6719 Fax Number ()
 Email Address mDiPerna@coj.net

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL

WELLNESS SERVICES
Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS

The terms listed herein are non-negotiable contract terms required by the City of Austin. The Successful Contractor will be required to sign an Agreement with the following Agreement terms. An officer of the contractor's company must review, comment, and sign this document. Place the completed and signed documents in Tab 2 of your Proposal. Failure to agree to these standard Agreement terms may result in proposal being non-responsive.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.



Accepted as written



Not Accepted as written. See comments below

2. **WORKFORCE.**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:
- i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.



Accepted as written



Not Accepted as written. See comments below

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL
WELLNESS SERVICES
Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS

3. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.



Accepted as written



Not Accepted as written. See comments below

4. **PAYMENT.**

- A. All proper invoices generated by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.
- B. If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
- C. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
- i. delivery of defective or non-conforming deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence is provided indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- D. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- i. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - ii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL

WELLNESS SERVICES
Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS

this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

☒ Accepted as written ☐ Not Accepted as written. See comments below

5. FINAL PAYMENT AND CLOSE-OUT.

The making and acceptance of final payment will constitute:

- i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
- ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

☒ Accepted as written ☐ Not Accepted as written. See comments below

6. RIGHT TO AUDIT.

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

☒ Accepted as written ☐ Not Accepted as written. See comments below

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL
WELLNESS SERVICES

Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS

7. SUBCONTRACTORS.

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.



Accepted as written



Not Accepted as written. See comments below

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL
WELLNESS SERVICES
Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS

8. **WARRANTY-PRICE.**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.



Accepted as written



Not Accepted as written. See comments below

9. **WARRANTY – SERVICES.** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.



Accepted as written



Not Accepted as written. See comments below

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL

WELLNESS SERVICES
Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS

10. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.



Accepted as written



Not Accepted as written. See comments below

11. **RIGHT TO ASSURANCE.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.



Accepted as written



Not Accepted as written. See comments below

12. **STOP WORK NOTICE.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.



Accepted as written



Not Accepted as written. See comments below

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL
WELLNESS SERVICES
Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS

13. **DEFAULT.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 14, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

☒ Accepted as written ☐ Not Accepted as written. See comments below

14. **TERMINATION FOR CAUSE.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

☒ Accepted as written ☐ Not Accepted as written. See comments below

15. **TERMINATION WITHOUT CAUSE.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

☒ Accepted as written ☐ Not Accepted as written. See comments below

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL
WELLNESS SERVICES
Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS

16. **FRAUD.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.



Accepted as written



Not Accepted as written. See comments below

17. **DELAYS.**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 38. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.



Accepted as written



Not Accepted as written. See comments below

18. **INDEMNITY.**

- A. Definitions:
- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL

WELLNESS SERVICES
Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS

and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

- ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.



Accepted as written



Not Accepted as written. See comments below

19. **INSURANCE.** (Reference Section 0400 for specific coverage requirements). The following insurance requirements apply. (Revised 6/01/98)

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL
WELLNESS SERVICES
Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS**

- vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Austin
Purchasing office
P. O. Box 1088
Austin, Texas 78767
 - vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
 - viii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
 - ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
 - x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
 - xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
 - xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
 - xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
 - xiv. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions
- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL
WELLNESS SERVICES
Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS**

- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- iv. Professional Liability Insurance. The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL
WELLNESS SERVICES
Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS

C. Certificate. The following statement must be shown on the Certificate of Insurance:

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."



Accepted as written



Not Accepted as written. See comments below

20. **ELECTRONIC IMAGES**. The City reserves the right to capture electronic images of contractor employees or sub-contractors delivering this program for use in internal communications and marketing of Benefits Programs to City employees and retirees. Marketing may consist of; brochures, benefit materials, internal newsletters, and emails which may be copied, distributed, and transmitted via the City's intranet. Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind for the use as specified above.



Accepted as written



Not Accepted as written. See comments below

21. **CLAIMS**. If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.



Accepted as written



Not Accepted as written. See comments below

22. **NOTICES**. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL
WELLNESS SERVICES

Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS

addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.



Accepted as written



Not Accepted as written. See comments below

23. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.



Accepted as written



Not Accepted as written. See comments below

24. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS.** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.



Accepted as written



Not Accepted as written. See comments below

25. **CONFIDENTIALITY.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL
WELLNESS SERVICES

Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS

Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.



Accepted as written



Not Accepted as written. See comments below

26. **ADVERTISING.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.



Accepted as written



Not Accepted as written. See comments below

27. **NO CONTINGENT FEES.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.



Accepted as written



Not Accepted as written. See comments below

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL
WELLNESS SERVICES
Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS

28. **GRATUITIES.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.



Accepted as written



Not Accepted as written. See comments below

29. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.



Accepted as written



Not Accepted as written. See comments below

30. **INDEPENDENT CONTRACTOR.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.



Accepted as written



Not Accepted as written. See comments below

31. **ASSIGNMENT-DELEGATION.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.



Accepted as written



Not Accepted as written. See comments below

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL
WELLNESS SERVICES
Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS

32. **WAIVER.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.



Accepted as written



Not Accepted as written. See comments below

33. **MODIFICATIONS.** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.



Accepted as written



Not Accepted as written. See comments below

34. **INTERPRETATION.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.



Accepted as written



Not Accepted as written. See comments below

35. **DISPUTE RESOLUTION.**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL
WELLNESS SERVICES

Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS

party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.



Accepted as written



Not Accepted as written. See comments below

36. **JURISDICTION AND VENUE.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.



Accepted as written



Not Accepted as written. See comments below

37. **INVALIDITY.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL

WELLNESS SERVICES
Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS



Accepted as written



Not Accepted as written. See comments below

38. **SURVIVABILITY OF OBLIGATIONS.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.



Accepted as written



Not Accepted as written. See comments below

39. **LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor).**

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL
WELLNESS SERVICES

Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS

- any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;
- any significant termination or addition of provider contracts;
- Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;
- strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;
- reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;
- known or anticipated sale, merger, or acquisition;
- known, planned or anticipated stock sales;
- any litigation filed by a member against the Contractor; or
- significant change in market share or product focus.



Accepted as written



Not Accepted as written. See comments below

42. Equal Opportunity

- A. **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification and has submitted a copy of the Contractor's employment non-discrimination policy. The Contractor shall sign and return the Non-Discrimination Certification attached to the Solicitation and shall provide the policy within fourteen (14) calendar days after written request from the City. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.



Accepted as written



Not Accepted as written. See comments below

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL

WELLNESS SERVICES
Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS

43. **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program:**

- A. All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.
- B. If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.



Accepted as written



Not Accepted as written. See comments below

44. **Travel Expenses:** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.



Accepted as written



Not Accepted as written. See comments below

CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP CDL
WELLNESS SERVICES
Section 0630 COMMERCIAL AND LEGAL CONTRACT TERMS

45. **Non-Solicitation:**

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of this paragraph occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a contract with the City unless the City first obtains the Contractor's consent.
- D. In the event that a breach of this) occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) percent of the employee's annual compensation while employed by the Contractor.



Accepted as written



Not Accepted as written. See comments below

Authorized Signature

I have reviewed the information contained herein and indicated our acceptance or non acceptance of the terms. I understand that non acceptance of any term herein may cause my company's proposal to be deemed non-responsive.

Firm Name: KARELIA, LLC

Authorized Representative (Type Name/Title) JOHN CAREW, CEO

Authorized Representative Signature: 

Vendor Code: _____

City of Austin
Purchasing Office
Section 0640 HIPAA Business Associate Agreement for
The City of Austin Wellness Program

This Agreement is made and entered into between the City of Austin ("City") and the person or entity identified in the signature block below (the "Business Associate"), and is made with reference to the following facts:

- i. The City conducts a wellness program (the "Program") as part of its group health benefits program for City employees;
- ii. The Program is subject to the privacy and other requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");
- iii. Under the HIPAA Rules (defined below), the City is required to enter into a written agreement with the Business Associate under the terms and conditions provided below; and
- iv. The parties wish to enter into this Agreement in order to comply with the HIPAA Rules (defined below), and to safeguard Protected Health Information (defined below) appropriately.

Therefore, in consideration of their mutual undertakings set out in this Agreement, and for other good and valuable consideration, the parties agree to the following:

1. Definitions. As used in this Agreement:

- A. **"HIPAA Rules"** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules implementing HIPAA and set out at 45 CFR Part 160 and Part 164.
- B. **"Individually Identifiable Health Information"** shall mean information collected from an individual, including demographic information, that:
 - i. Is created or received by the City and provided to the Business Associate; and
 - ii. Relates to: (a) the past, present, or future physical or mental health or condition of an individual; (b) the provision of healthcare to an individual; or (c) the past, present, or future payment for the provision of healthcare to an individual; and
 - iii. Which identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- C. **"Protected Health Information"** shall mean Individually Identifiable Health Information that is: (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium.
- D. **"Agent"** shall mean a third party who is not an employee in the workforce of the Business Associate and who receives Protected Health Information from the Business Associate for purposes of

carrying out any part of the Business Associate's responsibilities under its services agreement with the City.

2. Permitted Uses and Disclosures of Protected Health Information by Business Associate.

- A. The Business Associate may use or disclose Protected Health Information for the following purposes only: (i) to receive and process claims for payment for eligible Program participants; (ii) to maintain claims history and patient profiles; (iii) to maintain current eligibility data on Program participants; and (iv) for the management and administration of its internal business processes that relate to its legal responsibilities and its responsibilities under the services contract between the City and the Business Associate.
- B. The Business Associate may use or disclose Protected Health Information as required by law.
- C. The Business Associate shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosures of Protected Health Information available to the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with HIPAA.
- D. Within ten (10) calendar days of receipt of a request by the City, the Business Associate shall permit any individual whose Protected Health Information is maintained by the Business Associate to have access to and to copy his or her Protected Health Information, in the format requested, unless it is not readily producible in such format, in which case it shall be produced in hard copy format. In the event any individual requests access to Protected Health Information held by the Business Associate directly from the Business Associate, the Business Associate shall, within two (2) days forward such request to the City.

3. Prohibitions on Use and Disclosure of Protected Health Information by Business Associate.

- A. The Business Associate will not use or further disclose Personal Health Information except as permitted or required by this Agreement, or as required by law.
- B. The Business Associate shall not sell Protected Health Information, including patient or enrollee lists, nor use any Protected Health Information to engage in "marketing," as that term is defined in 45 CFR Part 164.501.
- C. The Business Associate shall not disclose Personal Health Information to any member of its workforce unless the Business Associate has advised such person of the Business Associate's obligations under this Agreement and of the consequences for such person and for the Business Associate of violating them.
- D. The Business Associate shall not disclose Personal Health Information to any Agent or other third party unless disclosure is required by law, or unless expressly approved in advance by the City in writing. Any such disclosure shall be made in accord with 45 CFR Parts 164.502 and 164.308, and only upon the written agreement of the Agent or other third party which shall include, at a minimum:
 - i. The agreement of such Agent or other third party to be bound by the confidentiality provisions of this Agreement;

- ii. Reasonable assurances from such Agent or other third party that Personal Health Information will be held confidential as provided in this Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to such Agent or other third party; and
- iii. An agreement from such Agent or other third party to immediately notify the Business Associate of any breaches of the confidentiality of Personal Health Information, to the extent it has obtained knowledge of such breach.

4. Safeguards for Protected Health Information.

- A. The Business Associate shall implement appropriate safeguards to prevent use or disclosure of Personal Health Information other than as permitted by this Agreement. The Business Associate shall provide the City with information concerning such safeguards as the City may from time to time request. Upon reasonable request, the Business Associate shall give the City access for inspection and copying to the Business Associate's facilities used for the maintenance and processing of Personal Health Information, and to its books, records, practices, policies, and procedures concerning the use and disclosure of Personal Health Information.
- B. The Business Associate and any Agents shall comply with the minimum necessary requirements set forth in the HIPAA Rules when using or disclosing Personal Health Information. The Business Associate also agrees to mitigate, to the extent possible, any harmful effects of an improper use or disclosure of Personal Health Information by the Business Associate in violation of the requirements of this Agreement.
- C. the Business Associate shall maintain a record of all Personal Health Information disclosures made other than for the permitted purposes of this Agreement, including the date of disclosure, the name and, if known, the address of the recipient of the Personal Health Information, a brief description of the Personal Health Information disclosed, and the purposes of the disclosures.
- D. The Business Associate shall comply with all written directions from the City concerning: (i) any special limitations on the use or disclosure of Protected Health Information beyond the requirements of the HIPAA Rules; (ii) any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information that may affect the Business Associate's use or disclosure of such information; and (iii) any restriction on the use or disclosure of Protected Health Information that the City has agreed to that may affect the Business Associate's use or disclosure of such information.
- E. Within ten (10) calendar days of notice by the City to the Business Associate that the City has received a request for an accounting of disclosures of Personal Health Information regarding an individual, the Business Associate shall make available to the City such information as is in the Business Associate's possession and is required for the City to make the accounting.
- F. Within five (5) business days of becoming aware of a use or disclosure of Personal Health Information in violation of this Agreement by the Business Associate or an Agent, the Business Associate shall report such disclosure or use in writing to the City and describe the remedial action taken or proposed to be taken with respect to such use or disclosure.

- G. The Business Associate shall make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the City pursuant to 45 CFR Part 164.526, or take other measures as necessary to satisfy the City's obligations under 45 CFR Part 164.526.

5. Term of this Agreement; Termination; Procedures upon Termination.

- A. This Agreement shall become effective upon execution by the parties, and shall be effective as of the date of the last party to sign.
- B. The term of this Agreement shall expire with the close of business on _____, 20____. Provided, that either party may terminate this Agreement on any basis at any time prior to the expiration of the term upon written notice to the other party.
- C. Except as provided in paragraph D, below, upon termination of this Agreement, the Business Associate shall return or destroy all Personal Health Information received from the City, or created or received by the Business Associate on behalf of the City. This provision shall also apply to Personal Health Information that is in the possession of agents of the Business Associate. The Business Associate shall retain no copies of the Personal Health Information.
- D. In the event that the Business Associate determines that returning or destroying the Personal Health Information is not feasible, the Business Associate shall provide to the City written notification of the conditions that make return or destruction infeasible. Upon agreement by the City that return or destruction of Personal Health Information is not feasible, the Business Associate shall extend the protections of this Agreement to such Personal Health Information and limit further uses and disclosures of such Personal Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains the Personal Health Information.

6. Other Provisions.

- A. **Indemnification.** The Business Associate shall indemnify and hold harmless the City from and against any and all costs, liabilities, losses, damages and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, lawsuit or proceeding brought by a third party against the City and arising from or related to a breach or alleged breach by the Business Associate or the Business Associate's Agents of the obligations referenced herein. The Business Associate's obligation to indemnify shall survive the expiration or termination of the Contract.
- B. **Remedies for Breach.** Without limiting the rights of the parties under paragraph 5, should the Business Associate breach any of its obligations under this Agreement, the City may at its option: (i) exercise its rights of access and inspection under paragraph 2, above; and/or (ii) report the breach to the Secretary of the United States Department of Health and Human Services.
- C. **Notices.** Any notice by a party required or provided for under this Agreement shall be effective upon delivery via regular or electronic mail to the other party at the following address:

To the City:

Email: _____

To the Business Associate:

Karelia Health
5 Batterson Park RD
Farmington CT
Email: john.carew@kareliahealth.com

- D. Amendments.** The Parties agree to take such action as are necessary to amend this Agreement from time to time for compliance with the requirements of the HIPAA Rules and any other applicable law.
- E. Construction of Terms.** A reference in this Agreement to a section in the HIPAA Rules means the section in effect or as amended at the time. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Agreed to by the parties through the signatures of their authorized representatives below:

THE CITY OF AUSTIN, TEXAS

By: [Signature]
[Signature]

Name: C. Danielle Lord
Title: Corp. Contract Compl. Mgr.

Date: December 8, 2014

THE BUSINESS ASSOCIATE:

By: [Signature]
[Signature]

Name: John E Carew
Title: CEO
Organization Name: Karelia LLC

Date: May 28, 2014, 2014



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN,
TEXAS

REQUEST FOR OFFER NO: CDL2000 ADDENDUM NO. 1 DATE OF ADDENDUM: 5/15/2014

This addendum is to incorporate changes to the above referenced offer:

I. Questions and Answers:

Q1: Will you take phone calls to discuss clarifying questions?

A1: Questions should be submitted in writing to the authorized Buyer, Danielle.lord@austintexas.gov; however, any questions answered by phone will also be published in an addendum.

Q2: For the Pre-proposal conference—will it be accessible via conference call in line, and if so, what is the call-in number and pass code?

A2: Yes, a call in number and conference code will be published in an addendum once established.

Q3: What is the projected timeline for your program (i.e. decision date, implementation, Portal and incentive go live, and screening go live)?

A3: All dates are tentative at this time; our estimated dates are the following:

- a. Decision date: July 2014
- b. Implementation: (start) August 2014
- c. Portal and incentive go live: January 2015
- d. Screening go live: January 2015

Q4: Please confirm that you have 15,000 total eligible for the program, or provide adjustment of the total eligible.

A4: The City currently has 11,582 employees and 4,126 retirees who are eligible for the program.

Q5: How long have you had your program?

A5: The City has had a wellness program since 1991.

Q6: Who is the incumbent provider for your program?

A6: The City currently manages the administration of the wellness program internally. Onsite Health Diagnostics provides biometric screening services. Seton provides diabetes education classes. The online health assessment is hosted by UnitedHealthcare.

- Q7: Do you have a present disease management program—and if so, who provides it?
A7: We currently have a disease management program through our medical plan carrier, UnitedHealthcare.
- Q8: Who is your health plan carrier?
A8: UnitedHealthcare
- Q9: What scope of services being requested is new?
A9: Wellness incentive tracking and some health education classes.
- Q10: What are the key drivers behind your program?
A10: We review employee medical claims and health assessment data. We are trying to achieve a healthier population through prevention and targeted outreach to those with chronic conditions. Our goal is to reduce medical costs/trends.
- Q11: What are your goals and objectives—what will success look like in one year, and in 5 years?
A11: We would like to see a decrease in employee health risks year over year. This data should be following the same individuals consecutively.
- Q12: Please summarize your wellness team within the benefits division staff (e.g., is there a full time manager, or is the work shared within the benefits team, etc.) and the specific role(s) of the team and/or wellness manager.
A12: Currently, there is one full-time Wellness Coordinator/Supervisor and two full-time Wellness Consultants in the division. There is also a Benefits Specialist who spends 15 hours a week assisting with administrative or transactional duties. The Wellness Coordinator oversees all aspects of the program. The Wellness Consultants work on scheduling events, managing programs and providing customer service to employees.
- Q13: Biometric Screening-What are the criteria or stratification for determining eligibility for health education programs? And is it only based on biometrics? Are you open to vendor recommendations?
A13: We are open to vendor recommendations. For diabetes programs individuals must be diagnosed with diabetes from a physician. For the prediabetes program employees must have an A1c between 5.7 and 6.4, and a BMI greater than 25.
- Q14: Biometric Screening-Please provide additional information regarding the type of educational literature required in Scope of Work item 3.1.14. Do you envision the educational literature as a brochure or a brief summary of the biometric results as part of a face to face discussion and on a report?
A14: We would like the literature to include information about results that are within range, at risk and at high risk.
- Q15: Biometric Screening-In attachment 1, you provide the 2013 schedule for health assessment (begins January 18 through November 26). Is this for biometric assessment? And if so, are you open to a more condensed timeline for screening (so the time 1 and time 2 comparisons are more likely 9-12

months apart)?

A15: Yes. The City will set the schedule and we require the vendor to comply with the schedule. We may condense the schedule to six months but we will always have multiple events and may have more than one event in a day or week.

Q16: Biometric Screening-Are any of the requirements flexible should we propose alternatives that would be acceptable?

A16: Yes.

Q17: Health Education-We have fully qualified and trained staff, yet they may not be a RN, RD, LPN or NP—would this be acceptable, or do they need to have one of these four qualifications?

A17: It would depend on the training and education of the staff.

Q18: Health Education-Are you open to alternative “health education” approaches—e.g., one on one coaching for participants with proven and science-based behavior model—vs. only group classes?

A18: We are open to suggestions.

Q19: Health Education-We offer over 30 topics in one-hour classes for education and awareness—would this work in conjunction with one-on-one coaching?

A19: This is not something we are requesting.

Q20: Health Education-Are the areas of health education for pre-diabetes, asthma, blood pressure, heart health mandatory?

A20: Vendors can propose on the health education classes they have available. The City will partner with a vendor to implement a blood pressure or heart health program in 2015.

Q21: Health Education-We offer a comprehensive health management approach that will address specific lifestyle behaviors in context of participants addressing their target areas of health risk and prevention—would this be acceptable?

A21: Yes, depending on the approach.

Q22: What is your vision and scope expectations for the account manager we would provide?

A22: We would like a partner who will work with third party administrators and who will assist in resolving issues with program administration and customer service. Additionally we expect the account manager to provide advice and counselling on best in class programming.

Q23: Relative to Supplemental Purchase Provisions—item 9, Workforce Security Clearance and ID—we provide certain background and security checks on all employees, and would like to know if this would be an acceptable substitute, or if all employees on our team (including call center staff, screening, IT, marketing support, service delivery, etc.) must be fully vetted per this section’s requirements. This could cover a large number of individuals and be costly.

A23: Providing documentation verifying the employees that will be providing services in onsite events have completed and passed their CBI will be sufficient.

Q24: Relative to the requirement of comparison to previous years’ data—does this apply to previous vendor data? If so, is it only for biometrics, or also health assessment?

- A24: Yes, it does apply to previous vendor data. Biometrics Only.
- Q25: To be clear, are you stating that unit pricing should be fixed or not to exceed, or total projected fees (based on your participation projections) be a fixed fee (e.g., if your participation projection is lower than what occurs, we are only able to bill up to the projected total in spite of additional participants beyond the projection)?
- A25: The initial contract will be a one year contract with five one year extension options. The first year will require a rate guarantee. Year's two to five, for budgeting purposes, will require a not to exceed amount which can then be negotiated between the City and the successful proposer on an annual basis.
- Q26: Our fee for online health assessment and incentive tracking are based on total eligible per our portal fee which is per eligible per month. Is this acceptable?
- A26: Vendors need to make a determination on their costs and what they need to do to remain competitive.
- Q27: In follow-up to the previous fee question, can we modify the pricing approach in the pricing (cost sheet) to fit our pricing model? For Example: Can we set up a fee table for the portal (platform) that we price PEPM with understanding that the per participant fee for online health assessment and incentive tracking is \$0.00?
- A27: No, in order to evaluate proposals the attached cost sheet must be utilized.
- Q28: The Body Composition is one of the requested biometric screening requests, is there a greater weight given to more accurate methods such as the Bod Pod, rather than bioelectric impedance or skinfold calipers?
- A28: This will be considered when evaluating the scope of work.
- Q29: On the Scope of Work for Wellness Services, section 3.1.1 there is no mention of finger stick measurements, however in 3.1.2 there are requirements for finger stick measurements. Will the finger stick measurements be required under the biometric screening component of the bid?
- A29: Yes see section 3.1.2.
- Q30: If the finger stick measurements are not required in the biometric screening component, is it still a requirement of section 5.1.1 (Contractor's staff members managing biometric screening events shall be a state certified Registered Nurse, Physician's Assistant, or EMT-Paramedic) when there will be no blood work done?
- A30: Finger stick measurements are required for the biometric screening component in section 3.1.2.
- Q31: There are an estimated 6,000 participants for 2015, is there any predicted schedule of the events for all of these tests?
- A31: There is not but it will be similar to those in Attachment I.

II. All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #9 is hereby incorporated and made a part of the above referenced offer.

APPROVED BY:



Danielle Lord, Corporate Contract Compliance Manager
Purchasing Office, 512-974-2298

ACKNOWLEDGED BY:

FAKELIA
SUPPLIER

JHEC
AUTHORIZED SIGNATURE

May 28, 2014
DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH OFFER OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN,
TEXAS

REQUEST FOR OFFER NO: CDL2000 ADDENDUM NO. 2 DATE OF ADDENDUM: 5/17/2014

This addendum is to incorporate changes to the above referenced offer:

I. Questions and Answers:

Q1: For the Pre-proposal conference—will it be accessible via conference call in line, and if so, what is the call-in number and pass code?

A1: Yes, below is the information you will need to successfully access the Pre-proposal conference.

Telephone Number: 512-974-9300

Moderator Code: 992490

Conferee Code: 090115 (enter code and press #)

Confirmation No: 2459

You will be able to access your conference five (5) minutes prior to the scheduled time and you will receive a warning tone when the conference time is about to expire.

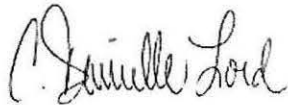
If you enter the conference bridge and hear only silence, it is likely that you are the only one in the bridge. Please wait several minutes for others to join the bridge.

If you think there is a problem with the conference bridge, please contact the City of Austin Voice Operations at 512-974-7688. Please have your Confirmation number readily available for the administrator to access your conference.

II. All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #2 is hereby incorporated and made a part of the above referenced offer.

APPROVED BY:



Danielle Lord, Corporate Contract Compliance Manager
Purchasing Office, 512-974-2298

ACKNOWLEDGED BY:

KAROLIA
SUPPLIER

Ash E C
AUTHORIZED SIGNATURE

May 28, 2014
DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH OFFER OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN,
TEXAS

REQUEST FOR OFFER NO: CDL2000 ADDENDUM NO. 3 DATE OF ADDENDUM: 5/23/2014

This addendum is to incorporate changes to the above referenced offer:

I. Questions and Answers:

Section 0400-Supplemental Purchase Provisions:

Q1: On #9 Workforce Security Clearance and Identification, the Addendum Q & A addressed this question, but to clarify is the CBI that is provided by the contractor even if we don't do finger prints, acceptable.

A1: Yes, it is.

Q2: Are only on-site employees included in the CBI or all employees such as call takers?

A2: CBI is only required for on-site employees.

Section 0620 – Cost Sheet:

Q3: Item 4 – On the second table, should the \$50 incentive (gift card) be added to our cost?

A3: No do not include it.

Q4: All fees are per participant, a lot of times in the industry that pricing is a per eligible fee but you are asking for per participant. Is there an opportunity to look at it in that mode?

A4: If that is per participant is not the way you usually do business then you should list that in your exceptions.

Q5: Is there a total eligible count?

A5: Yes, we have about 12,000 employees and an additional 3500 retirees. At this time we do not have a wellness program for retirees, but are looking at it for future years. It is in the first Addendum Question 4.

Q6: Component 4 - How many employees do you expect to be eligible for health education classes?

A6: It will depend on the classes we offer, but we anticipate about 15 to 20 people per class and about 350 people for the first year.

Q7: Do you have a number for subsequent years per class?

A7: No, we really are asking for this to be bid on a per class regardless of participants.

Q8: Do you have a history of how many classes you have offered? Or how many classes per year, and number of classes per session?

A8. For Diabetes, we had about 25 classes in a year, but that was the start of the program.

Q9: Does the stratification change depending on the type of class?

A9: Yes.

Section 0630 – Commercial and Legal Contract Terms:

Q10. Can we get this as a Word document?

A10. No, the city does not release Word documents in order to maintain the integrity of the documents.

Q11. Can we transfer it to a Word document?

A11. Yes, but we are trying to maintain the integrity of the documents.

Section 0600 – Proposal Preparation:

Q12. On Tab 4 you referenced the Scope of Work. Which sections did you reference?

A12. You will need to state your compliance with Paragraphs 3.1 to 3.4 and 5.1 to 5.6.

Q13. On Tab 6, do we need to list everyone that will touch your business? We may not know everyone at this time.

A13. You need to provide information on everyone that you would currently have assigned.

Q14. You talk about 100 points, but if you are not bidding on all 4 components, do you get less than 100 points?

A14. The actual sections that are component related can be scored up to 10 points and you will not be docked if you do not bid on them. We use an average formula not a literal one.

Section 0700 – References:

Q15. Do you require active clients or can we use former clients?

A15. They can be former clients, but no further back than 2004.

Section 835 – Non Resident:

Q16. Do you need this for subs also?

A16. No, we only need the prime for this document.

Offer Sheet:

Q17. The Minority Resources department says there is a 0900 form. Where is this form?

A17. There is a link provided for the standard documents where this is included.

Q18. Is the 0900 required to be certified with SMBR prior to submission?

A18. Yes.

Q19. Would a website license be considered a sub-contractor?

A19. It would be best to contact our SMBR department and check to see if a 0900 is required.

General Questions:

Q20. With regards to the online solutions, you call for an online health assessment. Is there to be any other requested opportunities for additional online services throughout the year?

A20. We are looking at the incentive tracking that could be an online system.

Q21. What about additional tools or health information, plans or classes?

A21. We are not looking for that at this time.

Q22. If we currently have an active BAA do we have to re-submit?

A22. Yes, this is a new solicitation so you will need to treat it separate from any other business you might have.

Q23. Pricing tables presented in .pdf. Do we have to recreate the table?

A23. You can, but it has to look exactly like the one in the solicitation.

Q24. Besides online HRA's, and incentive tracking, are there any other behavior change activities other than on-site classes?

A24. We are not looking for any others at this time.

Q25. Legal exceptions are we required to write them in or type them into the .pdf document?

A25. Either is acceptable.

II. Attached sign-in sheet for Pre-Proposal meeting on May 20, 2014.

III. All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #3 is hereby incorporated and made a part of the above referenced offer.

APPROVED BY:



Danielle Lord, Corporate Contract Compliance Manager
Purchasing Office, 512-974-2298

ACKNOWLEDGED BY:

KAROLIA
SUPPLIER

John EC
AUTHORIZED SIGNATURE

May 28, 2014
DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH OFFER OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN,
TEXAS

REQUEST FOR OFFER NO: CDL2000 ADDENDUM NO. 4 DATE OF ADDENDUM: 5/23/2014

This addendum is to incorporate changes to the above referenced offer:

I. Questions and Answers:

Q1: Which sections of the RFP would require the response of both the primary bidder and subcontractors?

A1: The primary will respond on behalf of any subcontractors they are planning on utilizing. Everything is coordinated with the primary and the primary is responsible for managing their subs including payments. ✓

Q2: In relation to your RFO, I understand after reading through the material that if your schedule follows suit with last year, will be having several different opportunities/locations throughout the course of the year for employees to participate in the Health Assessments. Computerized Screening is a Health Kiosk Company; we offer leasing options which can satisfy most any time frame. I am aware that I cannot get too technical with what I tell you about our company at this time; I am trying to find out if the City of Austin is absolutely sold on the idea to have a group of individuals come in to run the Health Assessments, or would The City be open to reviewing a different option which could provide most assessments around the clock, but without the need for a Health Fair.

A2: If you are unable to meet the requirements please add this to the exceptions in Attachment 5. You will not be disqualified but it may affect your scoring. ✓

Q3 & A3: Screening and Staffing:

- a. Relative to the 2013 schedule, can you provide the actual participant numbers per location (the list only provides eligible employees)
See below-

Event #	Event Date	Event Location	# of Finger Sticks
1	1/18/2013	Health Expo- Palmer	697
2	1/18/2013	Waller Creek	115
			812
3	2/3/2013	Webberville	49

4	2/21/2013	KGSC	145
			194
5	3/5/2013	Glenn Bell	98
6	3/6/2013	Rutherford	153
7	3/7/2013	KGSC	10
8	3/8/2013	APD HQ	30
9	3/25/2013	OTC	163
			454
10	4/4/2013	CTECC	82
11	4/5/2013	APD East Sub	35
12	4/11/2013	Motorala APD	33
13	4/12/2013	APD South Sub	19
14	4/18/2013	APD HQ	97
15	4/19/2013	APD North Sub	35
16	4/30/2013	TLC	160
			461
17	5/1/2013	APL Austin Recycle Reads	29
18	5/2/2013	Hornsby Bend	30
19	5/15/2013	APL Austin History Center	54
20	5/16/2013	City Hall	116
21	5/14/2013	PARD Central Main. Comp	48
22	5/22/2013	LRC	76
			353
			2274
23	6/4/2013	Street Jones	35
24	6/5/2013	Safety Conference	94
24	6/7/2013	Wireless	28
25	6/11/2013	St. Elmo	44
25	6/12/2013	Oak Hill Library	13
26	6/18/2013	Health Expo- Palmer	436
27	6/19/2013	Spicewood Library	8
28	6/25/2013	Harold Court	37
29	6/28/2013	City Olympics	39
			734
			3008
30	7/10/2013	CTM Riverside	54
31	7/11/2013	ABIA Terminal	49
32	7/16/2013	Animal Center	54
33	7/17/2013	Kramer Lane	74
34	7/24/2013	ABIA Maintenance	51
			282
			3290
35	8/1/2013	OTC	97
36	8/22/2013	ACC	96

37	9/5/2013	Muni Court	61
38	9/6/2013	Waller Creek	127
39	9/12/2013	Muni Building	53
40	9/25/2013	RBJ	40
			474
			3764
41	10/2/2013	Rutherford	55
42	10/3/2013	APD Headquarters	61
43	10/23/2013	Health Expo- Palmer	549
			665
			4429
44	11/22/2013	Fleet - Smith Road	23
45	11/26/2013	OTC	73
			96
			4525

- b. The schedule for 2013 screening totals 9440 employees, yet the RFP states 15,000 total eligible. Please address or explain the discrepancy.
We have 11,582 employees and 4,126 retirees who are eligible. The schedule only showed employees who worked at or near that specific site. Screenings were not offered at every site. However, employees can attend screenings at any site.
- c. In the pricing document request, you list additional screening scope—are these optional for the City’s consideration and to see what vendors have in addition to the required scope?
Yes.
- d. You request all screening be done with a Cholestech LDX System or equivalent. We use this for all blood screening requested except A1C, which the LDX does not do—we use the Bayer unit for this. We assume this is acceptable. Please confirm
The City has determined that Cholestech is best in class. If the winning proposer has a different unit that they feel is comparable that is acceptable. However, during screening events, if it is deemed that the alternate unit is not comparable the vendor must be willing to use Cholestech units.
- e. You state that the staff for finger sticks should be state certified Phlebotomist, Registered Nurse, Licensed Vocational Nurse or EMT – Paramedic. We also use trained staff with 4-year degrees in health and wellness. Would this be acceptable? For large groups, we can most likely meet the City’s staffing criteria, however for events of less than 4 hours, this may be problematic to have the specified screening (fingerstick) staff requested, and we would use our event lead who is fully trained and has a 4 year related degree. Please advise on this. Trained staff with a four year degree in health and wellness will be acceptable.
- f. Relative to the staffing security clearance (Item 9 of the Supplemental Purchase provisions and the stating lead time of 30 days for screening request by the City (item 3.1.4 of the scope of services; we will request exception for this timing to 6-8 weeks, and to schedule the screenings in greater bulk of the events)—it appears that these are or could be in conflict. Specifically, if we have only thirty days-notice of a screening event to schedule, yet the provision in item 9 C states that the City needs staff security report 30 days in advance (prior to the event), these two timing requests do not align, and in short are not possible. This is especially more significant given the time for a report from State or Federal (per item 9 B) that states a range of 2-6 week’s time,

- 3rd party data. Viverae's business practice is 10 business days. Is this acceptable?
- A8: The requirement is five days. If 10 days is your business practice please note this as an exception on Attachment 5.
- Q9: Please confirm if the City expects all Education Programs to be delivered onsite. Please further define these services.
- A9: We are looking for health education classes that are offered in a classroom setting. Most will be delivered onsite. However, if the successful proposer has a facility in the Austin area the City may consider using that facility for some classes if the vendor agrees.
- Q10: Are we are required to utilize a MBE/WBE subcontractor for this solicitation?
- A10: Subcontractors are not required; however, if you plan on using subs you much go to the website and download the 0900 form and submit to SMBR for certification. If you are uncertain at this time if subs and will not know until after award, then you do not have to complete any paperwork and once it is determined you are going to use subs you will have to contact SMBR to get the subs certified.
- Q11: Are we are required to have an officer sign the offer letter?
- A11: An individual that is authorized to bind and represent the company can sign the offer.
- Q12: In Tab 2, the instructions state that any addendums can be included here. Can you clarify what kind of addendums the City has in mind or provide an example to illustrate?
- A12: We currently have two addendums and will have at least one more addendum. Contractors are required to include each addendum published and signed off on in the proposal Tab #2.
- Q13: The health education section asks for multiple topics to be covered. Would the City consider a vendor that specializes in one topic only? The health education section also requests onsite pre-diabetes education sessions. Would the City consider a program that was online only instead of onsite?
- A13: If you are unable to meet the requirements please add this to the exceptions in Attachment 5. You will not be disqualified but it may affect your scoring.
- Q14: Can you confirm if all employees have opted into the employee only medical plan?
- A14: We have 11,582 employees and only 213 have waived coverage. Employees may be on employee only, or employee + dependent(s) coverage. The City may determine that employees not on the medical plan are also eligible for wellness services.
- Q15: Are the part time employees also eligible for the Wellness Solution programs?
- A15: Yes.
- Q16: Below are three areas in the City of Austin Wellness Services RFP, Solicitation CLD2000, where insurance requirements are referenced. Some areas are duplicative. Please advise which sections should be followed and which eliminated.
- Section 0400, Supplemental Purchase Provisions – Item 2
 - Section 0300, Standard Purchase Terms and Conditions (referenced on page 2 of bid package document and in item 2 in Section 0400)
 - Section 0630, Commercial and Legal Contract Terms – Item 19
- A16: Please follow insurance instruction in the 0400.

respectively, to receive a report post request. Please address/clarify/advise on this as we need to know the boundaries, flexibility of the city for ensuring proper scheduling and staffing for events.

We need the vendor to accommodate any requests to schedule a health screening with at least 30 days advance notice. The 30 days for security clearance does not need to be prior to each screening but can be provided prior to the calendar year and then updated for new staff sometime prior to the vent.

- g. Will we be provided an updated eligibility file to use for screening events, thus, allow ability for segmentation of reports?

The City will consider providing an eligibility report.

Q4 & A4: Health Education:

- a. How many educational events were delivered in 2013 and 2014 (projected)—both one-time events, and multi-session events. Please clarify for our projection purposes.

In 2013 we offered 25 diabetes classes, each class meets three times. Two of the classes are four hours and one of the classes is two hours. In 2014 we estimate that we will offer the same number of diabetes classes. In 2014 we estimate that we will offer 5 prediabetes classes. Each class meets for one hour 16 times.

- b. Are these sessions incented? If so, how and what criteria?...or is this based on vendor recommendation?

Employees who enroll in the diabetes program receive waived copays on all diabetes medications. Incentives for 2015 are still being determined. However, we will ask for input from the successful proposer.

- c. If health education seminars/classes are incentivized, do you expect individuals to self-report on the portal tracking, or other means? Please elaborate.

We expect employees to be eligible for health education classes based on biometric measurements.

- d. Relative to reporting, are you requesting report of total participants, or other? Please elaborate.

We are requesting reporting for total participants. We may also request reports by department or other segmentations.

Q5: To clarify, the City will accept answers that have been electronically inputted into your PDF documents (signatures notwithstanding)?

A5: The City will accept answers that have been electronically inputted into our PDF documents, but not signatures on the original document (the copies do not have to be original signature).

Q6: Will the potential wellness provider be eliminated if they are not able to provide all contractors that are certified as Phlebotomist, RM, LM or EMT Paramedic?

A6: Not necessarily, please provide the certifications/qualifications for the individuals that will staff events. The City will review certifications/qualifications and score each vendor accordingly. Vendor will not be eliminated but it may impact the scoring for the requirement.

Q7: The City state that contractors must provide immediate, printable results to participants – can you please confirm exactly what information is expected? Currently, Viverae provides a copy of the biometric screening results for every member. Is this sufficient?

A7: For the biometric screening component this meets the requirements. For the online health assessments component we require more details on the individual's health risks and how they can improve those risks.

Q8: The City states that members should view their information within 5 business days of receiving

- Q17: Can you clarify which portions of the proposal need to be delivered in a sealed envelope? For example, would this be the signed offer letter in Tab 2 and/or pricing in Tab 7? Or should the entire proposal be sealed?
- A17: The entire proposal should be sealed.
- Q18: Does the City have an estimated schedule (start dates, times and locations) for the health education classes? Can the City provide the schedule for 2013 Diabetes classes (i.e., similar to screening schedule provided in Attachment 1)?
- A18: There is no estimated schedule at this time. Generally we will schedule a class after a health assessment at the same location. Attached is the diabetes class schedule for 2013.
- Q19: Section 0500 Scope of Work indicates that the City will use the screening results to determine eligibility for education classes based on recommendations from Contractor and nationally recognized health data. We assume this means that the City wishes to approve the risk stratification model used to determine eligibility for health education classes, but that Contractor will determine which specific individuals are eligible based on personal screening results? Is this correct? If not, please describe the role the City wishes to play in eligibility determination for classes.
- A19: Yes this is correct.
- Q20: Does the City expect to place a limit on the number of individuals that may participate in education classes?
- A20: No.
- Q21: Does the City expect to offer incentives in 2015 for participants who complete education classes? If so, please explain.
- A21: Yes, employees can earn a \$50 health credit for completing education classes.
- Q22: Has the City determined the specific incentive awards for each component of the 2015 program year and/or comprehensive incentive awards budget for all components of the wellness program?
- A22: The City has not determined the specific incentive awards for each component. In 2015, the City can award up to \$150 in health credits to employees for participating in certain wellness activities.
- Q23: Is the City seeking guidance on future wellness program incentive structure as part of this proposal?
- A23: Yes, as part of the incentive tracking component.
- Q24: If the COA is looking to offer two screenings for participants in the same year, what is the time table? Would a participant screen, be stratified for health education, participate in the health education, then screen again all within one year?
- A24: Generally employees are screened once per calendar year. However, this might be acceptable in order to measure health education results and impact on biometric numbers.
- Q25: Is COA looking to hold large on-site screening events or how many screening locations would

be anticipated for this program?

A25: Yes, large and small onsite screening events will be held. See Attachment 1 for examples of screening events conducted in 2013.

Q26: What is COA's exposure to outcomes-based wellness programs and is this something they could foresee as the future of their program?

A26: The City currently has a BMI Screening program, employees who drop their BMI by one or more point in the calendar year can earn a \$50 health credit. Outcome based programs are something the City is interested in exploring for the future.

II. All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #4 is hereby incorporated and made a part of the above referenced offer.

APPROVED BY:



Danielle Lord, Corporate Contract Compliance Manager
Purchasing Office, 512-974-2298

ACKNOWLEDGED BY:



SUPPLIER



AUTHORIZED SIGNATURE

DATE

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Tab 3: Business Organization and Overview

City of Austin
Purchasing Office
0620 Cost Sheet for Wellness Services

1. Company Information:

Karelia, LLC (Karelia Health) is a domestic limited liability company, filed in the state of Connecticut in 2011 – Karelia was created after Ovation Holdings purchased the assets of Health Navigators, an Atlanta based company. Karelia is a privately held company (not a subsidiary of any other organization) and we will be happy to provide detailed financial information to the City of Austin if we are selected as a finalist in this process. Karelia is based in Farmington, CT and has a sales presence in Dallas, Texas.

Through a series of interventions, we help individuals who are likely to have very expensive episodes of care reduce their risk factors for disease in just weeks. We focus our education programs on high risk individuals (identified through biometric screening results – provided by local and national laboratory companies.) Our approach to communicating with members is straight forward and built on trust. Our message is not sugar coated; but honest and straightforward. We deliver onsite solutions to employers by giving their employees the tools they need to improve and we motivate them to choose good health over bad.

Our dedicated employees work with employers across the country to coordinate communication and education programs for employees of all kinds. Our True Health Program includes a proven curriculum taught on the worksite by a professional team that is led by Registered Dietitians. Our unique formula results in exceptional participation levels (averaging greater than 75%) as well as great clinical results (up to 20% reductions in most clinical values.)

Karelia Health
5 Batterson Park Road
Farmington, CT 06032
888 930 7451
www.kareliahealth.com



**CITY OF AUSTIN
SOLICITATION NO: CDL2000**

**City of Austin Purchasing Office
Attachment 2: Business Organization for Wellness Services**

Contractor must complete a separate Business Organization Questionnaire for each component. Fill out one sheet per component. Indicate which service this questionnaire applies to:

- ☐ Component 1: Biometric Screening Services
☐ Component 2: Health Assessment Questionnaire
☐ Component 3: Wellness Incentive Tracking and Administration
☒ Component 4: Health Education

	Question	Response		
1.	State the number of years in business.	4+		
2.	State how long the company has provided this service.	4+		
3.	List the number of participating employer group clients, per section.	Under 5,000 lives 15	Over 5,000 lives 0	
4.	List the number of public sector clients.	4		
5.	State the number of total covered lives for each year specified.	2011 500	2012 1,500	2013 4,000
6.	Does contractor anticipate a merger or acquisition within the next 2 years?	NO!		
7.	Is there any litigation and/or government action pending, or has there been any taken or proposed against contractor during the most recent five years? If yes, please explain.	NO		
8.	Has contractor experienced any security breaches where Protected Health Information (PHI) was obtained from contractor's system in the last 24 months? If yes, how long did it take for contractor to notify impacted participants and their employer?	NO		
9.	Describe any subcontractor relationships contractor intends to utilize in the performance of services proposed. How long has the subcontractor relationship been in place?	NONE		



**CITY OF AUSTIN
SOLICITATION NO: CDL2000**

**City of Austin
Purchasing Office
Attachment 3: Health Education for Wellness Services**

Complete this attachment to describe Health Education Services offered in the proposal.

Program Name	Number of classes required for program completion	Class Length (in hours)	Number of participants accepted per class
Prediabetes	12	1 hour / week for 12 weeks	15-20
Heart Health	12	1 hour / week for 12 weeks	15-20
Blood Pressure	12	1 hour / week for 12 weeks	15-20
Asthma	3	1 hour / week for 4 weeks	15-20
Other: Screening Consultation	1	½ hour	40



**CITY OF AUSTIN
SOLICITATION NO: CDL2000**

**City of Austin
Purchasing Office
Attachment 4: Performance Guarantees for Wellness Services**

All performance measures and guarantees should be City-specific, not book of business.

	Performance Measure	Acceptable Performance	Liquidated Damage	Agree Yes/No	If No, Proposed Performance Measure
1.	Begin biometric screening event on time.	Begin within 15 minutes of scheduled start time.	\$455 per incidence. Starting an event late has a cost impact to the City. Based on the average event, starting 15 minutes late would equate to 70 employees missing work time for 15 minutes. The average employee earns \$26 per hour. Cost is: \$26 X .25 hours X 70 employees =\$455	N/A	
2.	Begin health education classes on time.	Begin within 15 minutes of scheduled start time.	\$130 per incidence. Starting an event late has a cost impact to the City. Based on the average class, starting 15 minutes late would equate to 20 employees missing work time for 15 minutes. The average employee earns \$26 per hour. Cost is: \$26 X .25 hours X 20 employees =\$130	YES	
3.	Cancelling a scheduled event.	Events are not cancelled or rescheduled less than 30 days in advance.	Not to exceed \$ 6,500 per incidence. If the vendor cannot accommodate the City's schedule, a replacement vendor must be hired. The vendor is responsible for the difference in cost to hire a substitute vendor, the cost of advertising for the event; any advertising cost to cancel the event and the cost of any date specific printed material. The average employee earns \$26 per hour. Cost is: \$26 X 250 employees =\$6,500	YES	
4.	Accommodate all scheduling requests.	All requests made 30 days in advance will be scheduled.	Not to exceed \$ 6,500 per incidence. If the vendor cannot accommodate the City's schedule, a replacement vendor must be hired. The vendor is responsible for the difference in cost to hire a substitute vendor, the cost of advertising for the event; any advertising cost to cancel the event and the cost of any date specific printed material. The average employee earns \$26 per hour. Cost is: \$26 X 250 employees =\$6,500	YES	

Tab 4: System Concept and Solution

Karelia Health Understanding of Scope of Work

The Employee Benefits division of the City of Austin manages the City's Healthy Connections program which covers 15,000 eligible employees and retirees. Next steps for the program seek to reduce medical costs/trends by driving a healthier population through prevention and targeted outreach to those with (or at high risk for) chronic conditions, a key driver for growing costs. Components 1 – 3 of the Scope of Work define the City's desired services for integrated Biometric Screening Services (Component 1) and Health Risk Assessment administration (Component 2) that will be used to identify and communicate risk factors to participants. These components will also serve as tools to raise awareness of the connection between these risk factors and healthy lifestyle choices. Component 3 identifies the services needed by the City to efficiently track and communicate activity participation requirements necessary to qualify for financial or other incentives offered by the City to program participants.

Karelia Health has provided exactly the type of onsite classes, expert instruction and administrative support services outlined in SOW Component 4 of your RFP for over 20 years. Successful execution of this Component is **critical to the City's long term goal** of reducing health costs/trends for it is here that your **next group of high cost claimants will be reached** and "invited" to change their lives for good. As stated earlier in our submittal, **Karelia's commitment to our clients and their highest risk employees is to get results and help participants make them stick.**

Our business and clinical models deliver extraordinary outcomes that exceed industry standards in three categories that are essential to the long term success and sustainability of your program:

- High Risk Participation Rates (85% of high risk individuals choose to participate in our education programs)
- High Risk Clinical Outcomes (15% - 25% average reductions in LDLC, Glucose/A1c and BP)
- High Risk Participant Satisfaction (95% of participants recommend our program to coworkers)

As a result of these exceptional outcomes, and our commitment to responsive and professional program administration, over 90% of our customers choose to continue and expand their contracts with Karelia.

Successful integration of our Risk Reduction Education Program with your other vendors will be achieved by our Client Service and Operations Teams via thorough planning from concept, through implementation and execution to program closure. All points of integration with other providers (including secure data exchange, reporting, participant tracking and communication) will be identified, resolved and tested by our implementation team prior to your "go live" date. This integration work will



**CITY OF AUSTIN
SOLICITATION NO: CDL2000**

be completed through the establishment of our client project plan and weekly implementation meetings involving City and other provider personnel.

Proposed Solution: Health Education (SOW Components 3.4.1 – 3.4.8)

3.4.1 Contractor shall provide health education programs.

Agreed. Karelia Health offers targeted, risk specific programs for 5 conditions – Heart Health, Prediabetes, Diabetes, Hypertension and Asthma. Our curriculum is taught by clinically trained professionals (RD/LD, CDE) in a small class environment (15-20 participants max.). The instructor(s) will be recruited from the city's local Dietitian community and trained in Karelia's methods and operational requirements by our Director of Risk Reduction Dietetics, Sarah McDougal, RD.

All aspects of the Karelia Risk Reduction Program are evidence-based and provided on site at facilities designated by the City. Each class module is typically one hour in length and each program meets for 8 weeks (except Asthma). At the conclusion of the 8th class, participants are rescreened to measure progress from their initial screening baseline.¹ The instructor then meets with each participant for a private consultation (approximately 20 minutes in length) to review their results and encourage them to continue building on what they have learned. Monthly group support sessions (we call this phase of the program the "Engagement Bridge") are then provided to keep participants motivated and engaged in sustaining and improving upon the changes they have made.

Our curriculum focuses primarily on helping participants change their nutrition and exercise habits - lifestyle choices with clear and documented connection to physical health and prevention and management of chronic disease. Although most participants typical lose weight (7 pounds on average) we specifically state that our program is not about weight loss, but rather about learning how to eat for life to halt and reverse (where possible) specific diseases that no person purposely chooses for themselves. We promote our program as "gift from the City" – something that is being done for them, not to them.

Additional aspects of our program that support successful adoption of lifestyle changes by participants includes tools that help them build knowledge, skills and expectations of success. These tools include

- Workbooks
- Recipe Books
- Class Handouts and Visual Aids

¹ Karelia recommends that the provider you choose to conduct the biometric screening component be the one to rescreen education participants after the 8th class. This ensures that the baseline and post program screenings have been done in an identical fashion, increasing the accuracy of the outcomes measurements and reporting.



**CITY OF AUSTIN
SOLICITATION NO: CDL2000**

- Food Records (passed in weekly to the instructor for review and feedback to the participant)
- Activity Tracking Logs
- Pedometers
- Food Sampling (prepared by the instructor for most classes)

Online courses are also available with comprehension quizzes to confirm completion. Online courses are used primarily as a tool to allow for “make-up” sessions (i.e., vacation, illness, etc.). Comprehension quizzes should be used if course completion is tied to the incentive.

3.4.2 Contractor shall reach out to participants that are eligible for the program to encourage enrollment. Outreach shall include phone calls and customized letters.

Agreed. Karelia can assist the City by providing recommended risk stratification criteria to identify individuals who are eligible for the education program. We can either perform the stratification ourselves by receiving a secure and compliant file from your screening vendor, or City can have screening vendor perform the stratification and send a secure and compliant file of the eligible employees to Karelia.

Once the eligible individuals have been identified, **Karelia recommends a modification of the requirements to add an onsite class not contemplated in the Scope of Work.** This class is referred to as the Know Your Numbers Group Consultation class on our Pricing Submission Form 0620. The purpose of this 30 minute class is to invite all class-eligible individuals to meet our instructor who will review their screening report, explain how diet and exercise impact their “numbers”, and how the classes they are being offered will help them to quickly reduce their risks. This class helps establish the credibility of the instructor, begins the rapport-building process with your employees, and allows us to promote the program as an effective tool in their journey to good health. We can also provide Karelia staff after this class to help participants enroll and/or answer questions about any aspect of our program. There is no charge for this class or our staff as it tends to increase participation which is a win-win for both the City and Karelia.

Following the Know Your Numbers Group Consult, Karelia will make customized weekly outreach calls and mailings to promote the education program, encourage participation, and instruct eligible employees about how to enroll in class. Regular reporting requirements for outreach and enrollment will be recommended by Karelia and established with the City once City determines the number and type of programs Karelia is contracted to provide.

3.4.3 Contractor shall target lifestyle interventions that have been proven to help participant's lower health risks.

Agreed. Our programs target nutritional and exercise change and provide participants with risk-specific direction and weekly goals. Our classes, knowledge and skill building techniques, and instructor's "can do expectation of success" all lend to exceptional outcomes. Although our instructors are always available before and after class and between classes for individual coaching and discussion, our group education model has been documented to break down barriers to change and improve transactional memory which lends to long term sustainability and success.

As noted above, our curriculum, business and clinical models deliver extraordinary outcomes that exceed industry standards in three categories that are essential to the long term success and sustainability of your program:

- High Risk Participation Rates (85% of high risk individuals choose to participate in our education programs)
- High Risk Clinical Outcomes (15% - 25% average reductions in LDLC, Glucose/A1c and BP)
- High Risk Participant Satisfaction (95% of participants recommend our program to coworkers)

As a result of these exceptional outcomes, and our commitment to responsive and professional program administration, over 90% of our customers choose to continue and expand their contracts with Karelia.

3.4.4 Contractor shall offer health education programs at City worksites as scheduled and requested by City staff.

Agreed. This is Karelia's traditional program delivery model. To the extent needed, Karelia's instructors can also be available for second or third shift workers which may be necessary for police and fire. Karelia's Client Service Manager and Operations team will work with City designees to ensure that scheduling is completed efficiently and proactively communicated to Karelia instructors.

Our experience over 20 years confirms that this methodology creates a safe, comfortable and trust-based learning environment. We've seen substantially higher levels of peer support, a strong student-instructor relationship, sustained positive behavioral change and quantifiable clinical results. Our

**CITY OF AUSTIN
SOLICITATION NO: CDL2000**

curriculum is based on clinical models that have shown the highest rates of efficacy. An added benefit is that the knowledge provided to your employees is commonly brought home and shared with spouses and family members who may also participate in your benefits plan. The Karelia program is unique in that it achieves great clinical results while also returning a 95% recommendation rate from members who participate.

3.4.5 Contractor shall have clinically trained experts who will lead classes.

Agreed. Karelia will recruit Registered and Licensed Dietitians from your local community to instruct the classes. Karelia will handle all background checks as specified in the RFP for qualified candidates. If desired by City, your program team may be involved in the selection of the actual instructor(s). Once the selection(s) are made, Karelia's Director of Risk Reduction Dietetics will train the instructor in Karelia's expectations regarding service to the City and its employees, our operational requirements and provide a thorough orientation to our curriculum and class tools. Our orientation includes instruction in transactive learning, emotional selling, the transtheoretical model of change, and how to engage an audience and keep them with you. Dietitians are prepared for each unique client culture and environment. Our instructors are our "secret sauce" - passionate about health, highly educated in the prevention and reversal of chronic life style related diseases and trained in understanding human behavior from a psychological perspective.

In addition, Karelia's Client Service Manager and Operations team will conduct weekly briefings and debriefings with the instructor(s) to ensure they are getting the support they need for successful execution and to help troubleshoot issues as they arise. The Client Service Manager will also establish a periodic onsite meeting (at least monthly) with City designees to monitor feedback and program performance to ensure that City's expectations are being met. Unanticipated issues should be minimized by our thorough planning and implementation process, but these are inevitable. When they occur however, City should expect and will receive prompt and professional resolution.

3.4.6 Contractor shall perform pre- and post- program measurement data collection and analysis of clinical change in participants.

Partially agreed. As noted in 3.4.1, since Karelia Health is not submitting for the scope of work related to Biometric Screening, we recommend that City require the screening provide to perform both screening tests to ensure consistency and accuracy of results according to the same testing methods and



**CITY OF AUSTIN
SOLICITATION NO: CDL2000**

apparatus. Karelia proposes to receive a secure and compliant pre- and post- screening file from the screening provider. We will use this data to prepare Personal Results Reports for each class participant and an Aggregate Results Report for the City.

3.4.7 Contractor shall provide quarterly reports of participation and results to the City within 20 days after the end of each quarter.

Agreed. Karelia will provide quarterly reporting on outreach, enrollment, class participation/completion, aggregate results and participant survey data to City within 20 days of the end of each quarter. Karelia will make recommendations regarding reporting specifications for discussion with City if we are selected.

3.4.8 Contractor shall offer ongoing worksite follow-up group support meetings.

Agreed. Karelia's "Engagement Bridge" includes 4 monthly group support sessions for class participants. Additional monthly support sessions can be purchased by City at additional cost. Karelia has curriculum and content for over 20 different topics to supplement our core (i.e., 8 week) curriculum that are used as the foundation for our monthly support sessions. Typically, our instructors choose the topics for the support sessions based on the interests and needs of the specific class participants. If desired, City may choose the topics for each class program instead.

In addition to the monthly support classes, our instructor will be available in between classes for individual coaching and support via email. Class participants may ask whether they can continue to work with the RD off work time at their own expense. City should determine its position on this issue during implementation so that we can communicate that to our instructors during their orientation.



**CITY OF AUSTIN
SOLICITATION NO: CDL2000**

Tab 5: Prior Experience

City of Austin
Purchasing Office
Wellness Education Services

Karelia Health has provided onsite classes, expert instruction and administrative support services for over 20 years.

We have provided and continue to provide our educational services to employers and municipal entities throughout the country some of our recent experiences include:

1. Town of Greenwich, CT
2. City of Jacksonville, FL
3. Palm Beach County Tax Collectors, FL

Our business and clinical models deliver extraordinary outcomes that exceed industry standards in three categories that are essential to the long term success and sustainability of your program:

- High Risk Participation Rates (85% of high risk individuals choose to participate in our education programs)
- High Risk Clinical Outcomes (15% - 25% average reductions in LDLC, Glucose/A1c and BP)
- High Risk Participant Satisfaction (95% of participants recommend our program to coworkers)

As a result of these exceptional outcomes, and our commitment to responsive and professional program administration, over 90% of our customers choose to continue and expand their contracts with Karelia.

Successful integration of our Risk Reduction Education Program with your other vendors will be achieved by our Client Service and Operations Teams via thorough planning from concept, through implementation and execution to program closure. All points of integration with other providers (including secure data exchange, reporting, participant tracking and communication) will be identified, resolved and tested by our implementation team prior to your “go live” date. This integration work will be completed through the establishment of our client project plan and weekly implementation meetings involving City and other provider personnel.



**CITY OF AUSTIN
SOLICITATION NO: CDL2000**

Client Feedback:

My name is XXX and I participated in the Karelia Program. It was a program to help me to learn about eating healthy to lower cholesterol, blood pressure, weight, and control sugar spikes. I will admit at first I was skeptical but the company was paying for me to participate so I decided to give it a try.

Our dietitian, Mr. David, was very thorough and had my attention the first day. We were encouraged to account for every bite we ate. It seemed crazy at first, but I did my part. I also researched for low carb recipes. It was fun cooking and learning to eat all the different fruits and vegetables! I had never felt so full!

The weight started to come off, my energy was amazing! I could stay up later, do exercises, and overall felt so much better! Who would think eating right could give you so much more energy and be healthy! Wow! I was looking forward to every week! Mr. David wrote notes on our weekly menus encouraging to me! He taught me a lot about how taking care of my body could help ensure a more productive life! The program literally saved me! I'm still keeping the things learned about eating healthy. It has made me more aware of what I eat and how it's cooked! I still don't eat red meat and haven't missed it!

Karelia program is by far a very good program. Other companies should invest its worth it! A big shout out to Mr. David and Karelia and Kohler for bringing it!!! Thank you

KARELIA TRUE HEALTH

*I just wanted to take a moment to thank you for all you are doing for me and my colleagues at the City. We are so lucky to have access to you. I wanted to let you know that I have heard from MANY people how impressed they are with you and how much they enjoy listening to you. I think many were intimidated by the idea of meeting with a dietician, but you have a true gift for meeting people on a very *real* level and suggesting modifications that aren't overwhelming.*

On a personal note, I wanted to thank you for your inspiration re: breaking away from sugary treats. It's been two weeks now since I have had anything that I identify as my "trigger foods," and it's gotten easier each day. I had forgotten how much I enjoy the healthy food that I am compelled to eat as a vegetarian anyway. Instead of being angry with myself for the bad decisions I had been making; I've been luxuriating in the beauty and deliciousness of all the good decisions I am capable of making.

Anyway ... I just wanted to let you know you're making a difference. A big difference! Thank you!



CITY OF AUSTIN
SOLICITATION NO: CDL2000

Tab 6: Personnel

City of Austin
Purchasing Office
Wellness Education Services

The key Karelia personnel who will serve the City identified below. *(ORG chart under separate cover.)*

- Terri Forman will serve as the City’s **Client Service Manager**. Terri is an SPHR and is uniquely qualified not only by her 35 years in Human Resource management experience, but also by having supervised the implementation and execution of the Karelia program for a prior employer (a global OEM auto supplier). Terri will coordinate all aspects of the Karelia program “on the ground” in the City and with the providers selected by the City for SOW Components 1-3. We expect Terri to have a physical presence in the City for 4 – 10 days per month depending on the scope and quantity of classes the City decides to offer.
- Karelia’s practice is to source our **RD/LD, CDE instructors** locally. This ensures that your instructor will have “local knowledge” of the culture, medical community, food suppliers and restaurants in the City of Austin. All instructors’ credentials will include an undergraduate degree in Nutrition Science, an RD/LD and CDE, and probably (not guaranteed) a Master of Science in a related field. All will also have clinical experience and training, and all will have experience in teaching a group education model program. The instructor selected to serve the City’s program – depending on the scope and quantity of classes the City decides to offer – may dedicate 100% of their time to the City’s program. If desired, the City may have input into the candidate(s) selected by Karelia to instruct the program.
- Sarah McDougal is our **Director of Risk Reduction Dietetics**. As Director of Risk Reduction Dietetics, Sarah is responsible for onboarding and overseeing Karelia’s national network of specially qualified registered dietitians. Sarah holds a Bachelor of Science in Nutrition and Dietetics from New York University. Her extensive career has been focused on educating patients and program participants on the science of food and how we use food to properly fuel and heal our bodies. Sarah’s passion allows her to identify and train likeminded dietitians that will carry this message of good health forward into your workplace. She has been published in a number of medical and nutrition publications including www.Healthline.com, *Positive Communication* and *Achieve: AIDS Community Research Initiative of America*. Sarah will play an important role in recruiting, training and overseeing all clinical aspects of the City’s Health Education program



**CITY OF AUSTIN
SOLICITATION NO: CDL2000**

- Carrie Balicki is our **Chief Operating Officer**. In her role as Karelia's Chief Operating Officer, Carrie manages all aspects of service delivery for clients enrolled in Karelia's True Health programs and is responsible for ensuring complete and total satisfaction. Carrie is known for her commitment to understanding the complex needs of her clients and meeting those needs with customized solutions that bring demonstrated results. Prior to her leadership role with Karelia, Carrie was Assistant Vice President and Workforce Health Operations Manager, with Ovation Benefits for six year Ovation Benefits is an employee benefits consulting company specializing in municipalities.) Having moved over to that division from the Client Services side of the organization where she had been a Practice Leader for Ovation Benefits where she spent five years in that role managing approximately 125 insurance clients.

The City of Austin will be a Key Account for Karelia, as such; the delivery of all services will be directly supervised by Carrie.

Client Feedback:

My name is XXX and I participated in the Karelia Program. It was a program to help me to learn about eating healthy to lower cholesterol, blood pressure, weight, and control sugar spikes. I will admit at first I was skeptical but the company was paying for me to participate so I decided to give it a try.

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**CITY OF AUSTIN
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Client Feedback:

KARELIA TRUE HEALTH

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Anyway ... I just wanted to let you know you're making a difference. A big difference!

Thank you so much!



CITY OF AUSTIN
SOLICITATION NO: CDL2000

Tab 7: Pricing Submission

City of Austin
Purchasing Office
0620 Cost Sheet for Wellness Services

1. Please indicate which components of this RFP that the Contractor is responding to:

- A. Biometric screening services (maximum 10 points) ☐ yes ☐ no
B. Health assessment questionnaire (maximum 10 points) ☐ yes ☐ no
C. Wellness incentive tracking and administration (maximum 10 points) ☐ yes ☐ no
D. Health education (maximum 10 points) ☒ yes ☐ no

2. Signature:

Organization Name:

KARELIA, LLC

Authorized Representative (Name/Title):

John Carew, CEO

Authorized Representative Signature:

3. Contractor agrees to rates quoted regardless of final participation.

☒ yes ☐ no

4. Contractor agrees to rates quoted even if the seller is not awarded all components that are included in the proposal.

☒ yes ☐ no



CITY OF AUSTIN
SOLICITATION NO: CDL2000

City of Austin
Purchasing Office
0620 Cost Sheet for Wellness Services

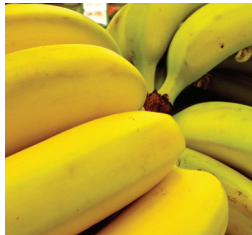
Component 4: Health Education

(Required services are listed in the 0500 Scope of Work Sections 3.4.1. to 3.4.8.)

Class Type	Number of Classes per Year	Number of Times Class Meets	Cost per Class	Total Annual Cost (Number of Classes per Year X Number of Times Class Meets X Cost per Class)
Screening Consultation	30	1	N/C	\$0
Heart Health	10	12	\$350	\$ 42,000
Diabetes	6	12	\$350	\$ 25,200
Prediabetes	9	12	\$350	\$ 37,800
Blood Pressure	5	12	\$350	\$ 21,000
Asthma	5	4	\$350	\$ 7,000
			Total Cost	\$133,000

Contractor agrees to rates quoted regardless of final participation.

☒ yes ☐ no



Let's bring employee healthcare costs — and employee health — under control.

Employee wellness programs don't make people healthier. Why? General wellness doesn't *focus on the people who really need help*. The often overlooked truth is that heart disease and diabetes are responsible for your employees' poor health. The scariest part? Many don't even know they're dangerously at risk, let alone understand how they can change their fate. Unless you can engage the employees suffering from these chronic diseases, it's unlikely that your wellness initiatives will have a measurable impact on your employees' health.

“ 88% of participants have remained at reduced risk for more than four years. ”

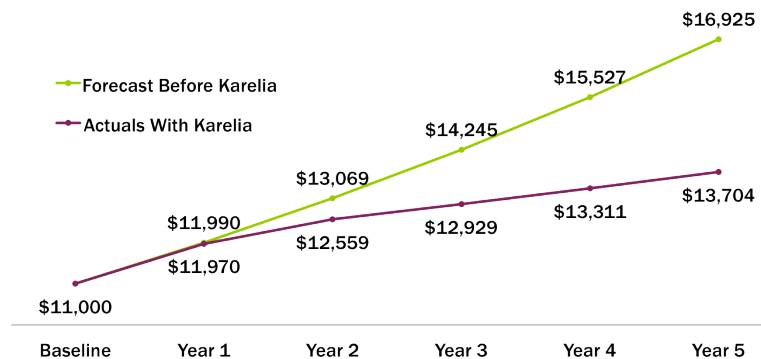
Changing lives for good.

Changing your approach to health isn't easy. Many people struggle to make the life-saving changes necessary to prevent and reverse chronic conditions such as heart disease, diabetes and lifestyle-related cancers. Karelia takes a different approach from what is normally seen in workplace wellness.

Together with the employer, we promote good health through education and action. We're here to guide your employees through every stage of the process. Using a high-touch, in person approach, we create immediate and sustainable behavior change.

- On site delivery of the entire program at the worksite, on company time
- Weekly educational sessions taught by local, clinically-trained experts
- Individual personal consultation
- Pre and post program measurement of clinical change
- Ongoing worksite group support meetings

Projected Employer Annual Healthcare Spending

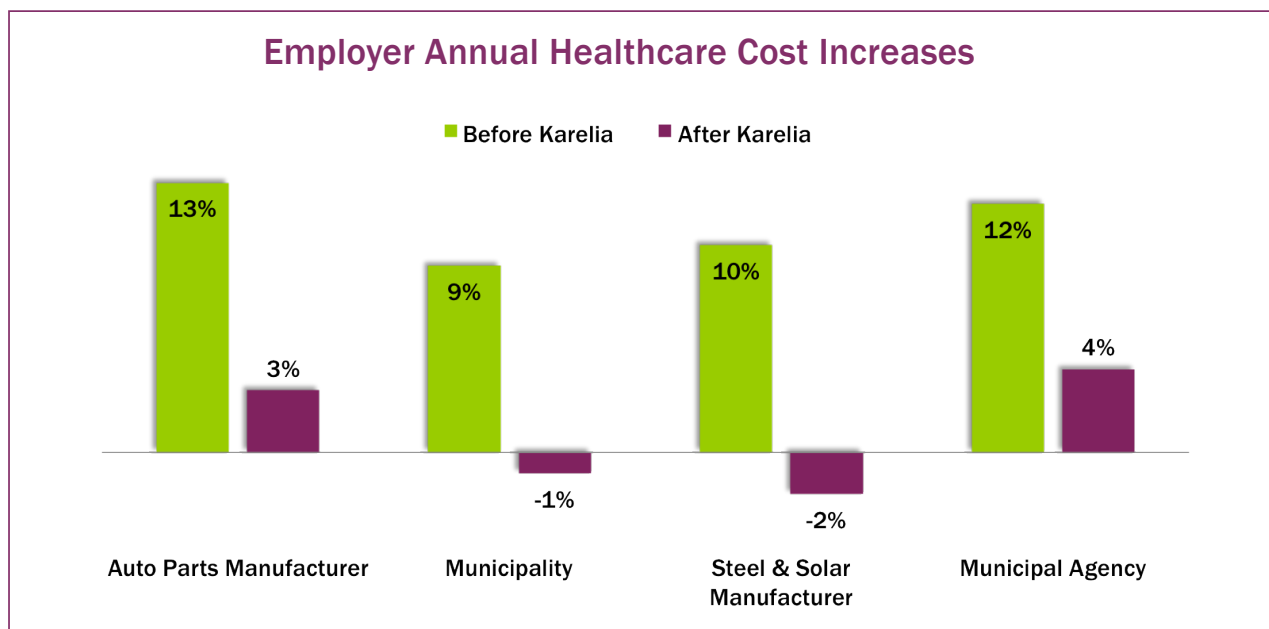


Karelia True Health Program Outcomes



How does Karelia save employers money?

In healthcare, it's widely understood that 20% of members drive 80% of costs. In fact, the highest 1% of claimants commonly account for more than 30% of costs in any given year. The Karelia True Health program identifies the employees in your healthcare plan who are most likely to be among next year's high cost claimants. We then work to help them prevent and reverse the critical conditions that are on the immediate horizon. It's time to focus on high-risk adults who need urgent, intensive, professional help today.



Is Karelia right for your organization?

Can the Karelia True Health program improve your organization's increasing benefit cost trend? Take a look at your organization's claims report from last year and ask yourself the following questions:

- Are a large percentage of our claims related to heart disease or diabetes?
- Have our health benefit costs been increasing year over year?
- Are we spending more on wellness programs without seeing these numbers decrease?

If you answered "yes" to these questions and want to learn more about creating a sustainable, multi-year strategy to improve your employees' health and change their behavior, let's talk.

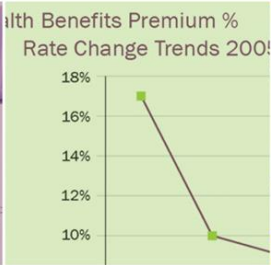
Nick Peper, Risk Reduction Account Executive

Phone: 508.654.4058

Email: nick.peper@kareliahealth.com

At Karelia Health, we have a passion for results and partner with top employers to change lives for good.

Program Overview



Small groups of employees are taught by specially trained registered risk reduction dieticians overseen by a Medical Doctor

Karēlia Program Overview

Step One: Strategy & Incentive Design

We begin the program by engaging in stakeholder interviews with your leadership to develop a sound strategy and build a business case using your own economic and health data.

The health of your workforce, the economic realities of your health related costs, your ability to maintain quality benefit programs and your ability to fulfill your organizational mission are all examined. Typically year one will address cardiovascular disease and year two will address diabetes. Incentive design is an important tool used to leverage rewards for participation. Our expert team will use industry best practices and years of personal experience to design an incentive plan according to the resources available.

Discussions will center on your unique organization, data reporting, a marketing strategy to engage your workforce, customized marketing communications as well as required administrative support from us. The strategy is custom to your organization and informed by the conversations we will have with your leadership and employees. Additional important details such as the number of shifts, worksite locations, incidence and prevalence of disease conditions, languages spoken and unique organizational challenges will also be taken into consideration.

Step Two: Engagement & Driving Participation

Some of the sickest people in the workplace have not been diagnosed.

We understand that participation is crucial. Although many wellness programs have participation rates that peak at 50%, the Karēlia True Health Program achieves an average of 78% for fasting blood draws. We have developed a marketing and engagement program executed by professionals who come directly to you. Knowing that C-suite level buy-in is imperative, we work directly with your organizations management in order to garner support.

This engagement campaign begins with a program overview for your management and supervisory personnel and culminates with an organization-wide informational Kick-Off meeting. Because we are introduced to your workforce as a neutral third party and utilize trained motivational speakers, interest and participation is higher than employer-led campaigns. We will design 100% of the necessary creative collateral, posters, payroll stuffers, brochures, emails, and scripted phone messages which are delivered to each employee's phone mail.

Our approach to communicating with your employees is straight forward. We know that people successfully begin behavior change when they accept us and invite us into their lives. Our message is not sugar coated but it is honest straightforward, and always respectful. We simply give people clinical information about their health and provide the opportunity for them to take control. Our job is to give people the tools they need to improve, to trigger motivation, and inspire them to make to be a healthier individual and healthier member of your team.

In short, participation drives screenings and screenings increase awareness of who your highest risk people are. Once these individuals have tangible information about their high risk clinical values they tend to be highly motivated to improve. This program directly impacts the health and lives of the participants, some of which have volunteered their testimonials on our website.

Our screening and risk stratification model is 100% HIPAA compliant.

Step Three: Screening & Risk Stratification

Once people have committed to participating, our professional team will conduct a well-organized and clinically-valid health screening.

Our screening and risk stratification model is 100% HIPAA compliant, uses lab values, biometric measures and Health Risk Questionnaire data to identify individuals who are at high risk for heart disease, stroke, type 2 diabetes, hypertension and some cancers. We establish a measurement and monitoring strategy to confirm program impact and to adjust to changing health priorities. Our goal is to identify individuals with the most immediate need and to establish an accurate baseline from which to evaluate change over time.

We analyze clinical health data and stratify health risks to establish cost effective strategies for getting high risk individuals to goals designed to take individuals out of harm's way. Initial screening protocols ensure that certain critical findings are managed according to medical standards. Risk stratification criteria are used to identify individuals at "high risk" for preventable chronic disease based on their lab values and biometric measures (primarily Total Cholesterol >240 mg/dL and LDL Cholesterol >160 mg/dL).

We can't stress how important the screening process is! Approximately 1% - 4% of your employees that get screened will require immediate intervention or medical attention. These individuals will get a follow-up call from a Registered Nurse or Medical Doctor. Post screening, each individual member will receive a comprehensive explanation of the clinical results. This information is sent directly to their home. We then invite the high-risk individuals to participate in the eight week courses and one on one consultation that improve risk and normalize lab values. Low and moderate employees are invited to attend two classes.

Step Four: Karēlia “True Health Classroom”

Eight weeks of classes are taught by a professional team led by a Registered Dietitian. Classes are held onsite on work time to foster interest and participation.

Participants commonly lose 7 - 15 pounds during the program.

Our data demonstrates that the intervention has consistently produced average cholesterol improvements of 14% to 22% across all employer groups and participants in just 8 weeks, without medication (lipid lowering drugs). Individuals have experienced reductions as high as 61% and it is common for participants to show reductions of 100 or more points in their total cholesterol levels. Members learn about the medical relationships between diet and disease and the best world-wide evidence-based health outcomes achievable through healthy nutrition. This includes nutritional principles, shopping for good health, food label reading, portion control, identifying healthy alternatives, food preparation strategies, making beneficial nutritional choices in any environment or culture, and how marketing influences the choices members make every day.

Karēlia Health hires dietitians experienced in group education with graduate degrees and over 1,000 hours of clinical training. Each dietitian receives training from our staff in transactive learning, emotional selling, the transtheoretical model of change, and how to engage an audience and keep them with you. Dietitians are prepared for each unique client culture and environment. These individuals are extremely passionate about health, highly educated in the prevention and reversal of chronic life style related diseases as well as how to change human behavior from a psychological perspective. We also utilize risk reduction dieticians directly from your local community which sponsors stronger relationships. Empowerment, choice, free will, team support, progress, and one-on-one are all terms members use to describe the experiences they have with our dietitians.

Trust-based learning creates a safe and comfortable environment. We’ve seen substantially higher levels of peer support, a strong student–instructor relationship, sustained positive behavioral change and quantifiable clinical results. Our curriculum is based on clinical models that have shown the highest rates of efficacy. An added benefit is that the knowledge provided to your employees is commonly brought home and shared with spouses and family members who may also participate in your benefits plan.

While our program is specifically focused on cholesterol, nutrition and physical activity, weight loss is a natural by-product of better health and our data shows that the average participant reduces their weight by five pounds. It is common for participants to experience personal weight loss of 15 or more pounds during the program. Participants also have the ability to log onto a portal designed to provide information through videos of their actual classes.

Step Five: Clinical Rescreening

High-risk employees are re-screened after the eight-week program to measure changes in their lab values and demonstrate improvement in risk factors from lifestyle related behavior changes.

The Registered Dietitian reviews the post class screening report with each high risk participant to explain their results. Individuals who have not achieved a clinically safe goal are referred to their physician for treatment. In addition, True Health Program Consultants review aggregate reporting and provide in-depth advice to the executive team of your organization.

Step Six: Continuing Onsite Support

Sustainable Over Time

Sustained behavior change is an important and difficult goal. Knowing this, we offer the opportunity for ongoing education to True Health Program graduates in the form of a Post-Program Engagement Bridge. After the educational portion of the program concludes, follow up meetings occur once monthly in order to support sustained positive behavioral change. This continuation of the program delivers sustainable participant results through a series of onsite classes customized to participant needs that occur monthly for the remainder of the year. The results are sustained positive change over a much longer period of time.

Step Seven: Data Reporting

Data Reporting

Clinical data is benchmarked pre-program as well as post program. The values of improvements in biomarkers are measured and can be correlated with your aggregate reports.

By allowing Karēlia to track participants and cost impact, employers are able to demonstrate significant results.

Sample Timeline

We adjust our program calendar according to our clients. Shown below are the core components of the program and the amount of time required for each. We expect the timeline will vary due to client schedules as well as major holidays.

Promotion and Screening

Strategy & Incentive Design (2 Weeks)	September 3 rd – 17 th
Marketing & Engagement (4 Weeks)	September 17 th – October 15 th
Kickoff & Biometrics Registration (2 Weeks)	October 15 th – October 29 th
Benchmark Biometric Screenings (2 Weeks)	October 29 th – November 12 th
Risk Stratification & Reporting (2 Weeks)	November 12 th - November 26 th

Educaton and Reporting

Screening Reports & Class Invitations (2 Weeks)	November 26 th – December 10 th
Risk Reduction Classes (8 Weeks)	December 10 th – February 4 th
Post-Class Screenings (1 Week)	February 4 th – February 11 th
Data & Impact Analysis Reporting (2 Weeks)	February 11 th – February 25 th
Executive Debrief (1 Week)	February 25 th - March 4 th
Ongoing Monthly Education (Remainder of the Year)	March 4 th – Remainder of the year



Karelia Risk Reduction Program

Summary Aggregate Report

May 2014

karēlia
EXPERIENCE TRUE HEALTH

5 Batterson Park Rd, Suite 1
Farmington, CT 06032

TEL: 860.773.6580
FAX: 860.677.0612

www.kareliahealth.com

TABLE OF CONTENTS

Executive Summary	
Introduction	2
Summary of Program Outcomes	2
Program Success	
Participant Comments	3
Screening Participation & Demographics	4
Attendance	4
STAT Calls	4
Data Analysis	
High Risk Program Participant Group	5
▪ Cholesterol Group	5
▪ Diabetes Group	8
▪ Body Mass Index Group	11
Diet and Exercise Changes	13
Participant Survey Responses	14

EXECUTIVE SUMMARY

INTRODUCTION

Congratulations on a successful 2013 Risk Reduction initiative. The sole purpose of this program is to help participants understand their risks for preventable chronic disease and provide them with the tools to help them achieve the physical potential their genetic make-up indicates they are capable of. The outcomes of your program are proof that your employees have a deeper understanding of their health risks and the tools to do something about it.

It's a common misconception that most chronic disease is related to our genetics. The reality is, that is very rare, and the majority of chronic disease in our country is due to choices we make. As Dr. William Roberts once said, "Our fate is determined by what we put in our mouths 21 times each week."

SUMMARY OF PROGRAM OUTCOMES

With initial screening participation at 82% we can feel confident that we intervened with a number of your "highest risk" population through the pilot program. The top health risks in your population are high cholesterol, diabetes & obesity. These risk factors are the leading indicators for heart disease. By focusing on the heart we cast a wide net over all preventable chronic disease. Heart Disease shares risk factors with other preventable chronic disease including Type 2 Diabetes, Digestive disorders, stroke and diet related cancers. With every 1% drop in cholesterol the risk of death from heart attack drops 2%.

Each of the risk specific groups within the eight week program showed very positive outcomes.

High Risk Cholesterol Group

- 77% improved Total Cholesterol with an average improvement of -34 points or -12.6%
- 66% improved LDL-Cholesterol with an average improvement of -30 points or -17.2%

High Risk Diabetes Group

- 82% of the High Risk Diabetes Group improved their risk with an average reduction of 11.5%.
- 70% of the group lost weight with an average weight loss of 9 lbs.

High Risk Body Mass Index Group

- 51% of the group lost weight with an average loss of 12 lbs.
- Total of 230.5 lbs. lost

HIGHLIGHTING SUCCESS - PARTICIPANT Comments

"The Karelia program was just what I needed to bring focus to my efforts to improve my health. Although I had already thought I'd known what I needed to do to make changes, the Karelia program and Rachel Brandeis, in particular, helped me to strip all the (negative) emotion and frustration from my journey and become more objective about my health and what my body needs to function properly. Rachel made the program very relaxed, achievable, and fun! I have no doubt that my numbers will be better when I have my post-screening."

"I took for granted the quality of my life. Thank God, you didn't."

"I only wish we had more time to change blood work. I really did not get with the program until week four. I really wonder how well I could have done if I had lived this way the entire 8 weeks. My doctor had sent me to a RD before. The advice I got from him was this is an all or nothing thing. You have to eat cardboard without salt and water for every meal. I could and did not stick with it. The stuff I have learned is small changes do matter. I change little things, see results then I get motivated to change even more. I hope this is a program that returns next year. If you guys do come back I know I will be a different person. I am feeling so much better than I ever have."

"Of course habits are hard to break... making smarter decisions about eating is both more expensive and time consuming, but I'm up for the challenges."

SCREENING PARTICIPATION & DEMOGRAPHICS

582 eligible employees 477 participated in screening **82% participation overall**

Demographics	Male	Female	Total
Eligible Gender	415	167	582
Gender %	71.3%	28.7%	100.00%
Participated Gender	335	142	477
Gender %	70.2%	29.8%	100.00%
% of Total	80.7%	85%	82%

CLASS ATTENDANCE

	8 Week Program
Invitations Issued	120
Attended Classes	106
Post Screening	105
Class Participation	88%
Post Screening Participation	99%

STAT CALLS

What is it? Emergency Outreach calls made to participants immediately after screening results are received. These are situations where it's not appropriate for participants to wait a number of weeks receive their lab results via their individual participant reports. We make an immediate outreach call within days of the screening to alert someone of a situation they may need to take action on and/or see their physician immediately.

# of Calls	46
------------	----

WHAT DOES THE DATA TELL US?

It's important to look at the data separately within the specific risk groups. 105 attended classes, post screening and completed the program. We analyze the data by first breaking the groups into categories sorted by why they were invited into the program. This allows us to demonstrate change specific to the measures that were causing their high risk designation.

EIGHT WEEK PROGRAM GROUP

Cholesterol	35
Diabetes	38
Body Mass Index	39

NOTE: Some individuals may have been invited into the program for more than one risk and therefore would be included in multiple groups above.

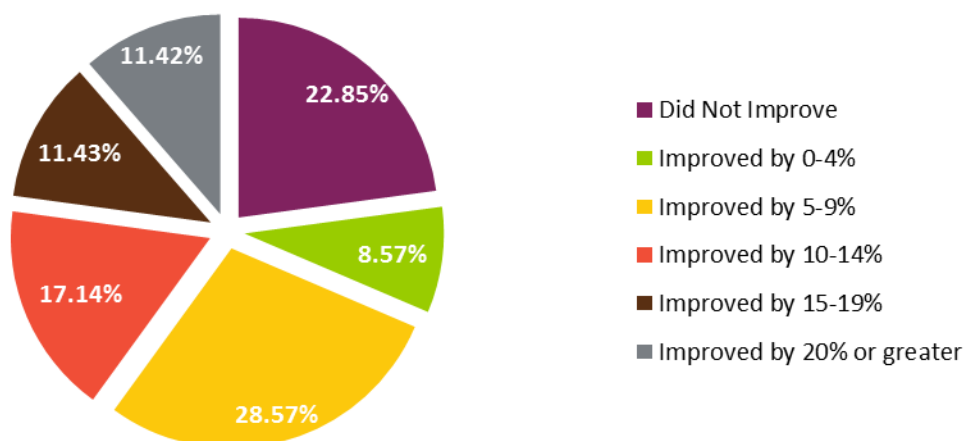
HIGH RISK CHOLESTEROL GROUP

TOTAL CHOLESTEROL

	Pre-Program	Post-Program	Unit Variance	Variance %
Average Lab Result	271	250	-21	-7.75%

This group showed favorable improvement with 77% of the group improving their total cholesterol. Of the 77% that improved the average reduction was -34 mg/dL or -12.6%.

Total Cholesterol % Change



Total Cholesterol % Change	# of Employees	% of Employees
Did Not Improve	8	22.85%
Improved by 0-4%	3	8.57%
Improved by 5-9%	10	28.57%
Improved by 10-14%	6	17.14%
Improved by 15-19%	4	11.43%
Improved by 20-39%	3	8.57%
Improved by 40-49%	1	2.85%
Improved by 50% or more	0	0.00%

The ideal target for total cholesterol is under 200. Evidence shows that heart disease does not exist in populations where total cholesterol is less than 150.

LDL

	Pre-Program	Post-Program	Unit Variance	Variance %
Average Lab Result	175	154	-21	-12.0%

- 89% of High Risk Cholesterol Group also had Borderline or High LDL
- **66% reduced LDL-C by an average of -30 mg/dL or -17.2%**
- Ideal target for LDL is <100

HDL

	Pre-Program	Post-Program	Unit Variance	Variance %
Average Lab Result	53	51	-2	-3.77%

- 25.7% of the group began in the high risk range
- HDL is our 'good' cholesterol. As our Total Cholesterol and LDL Cholesterol improve our body needs less HDL. It's not uncommon to see a reduction in HDL.

Triglycerides

	Pre-Program	Post-Program	Unit Variance	Variance %
Average Lab Result	222	265	43	19.36%

- 17.1% of the group began in the high risk range

HIGH RISK CHOLESTEROL GROUP (continued)**Blood Pressure**

	Pre-Program	Post-Program	Unit Variance	Variance %
Average Systolic	125	127	2	1.60%
Average Diastolic	81	80	-1	-1.23%

- Ideal target for Blood Pressure is below 120/80

Glucose

	Pre-Program	Post-Program	Unit Variance	Variance %
Average Lab Result	102	108	6	5.88%

- 8.5% of this group began the program at high risk for diabetes

Body Mass Index

	Pre-Program	Post-Program	Unit Variance	Variance %
Average BMI	30.0	29.5	-0.5	-1.66%
Average Weight	203	200	-3	-1.48%

- 45% of the group is considered obese
- 45% of the group lost weight
- Of those that lost weight the average loss was 13.27 lbs.

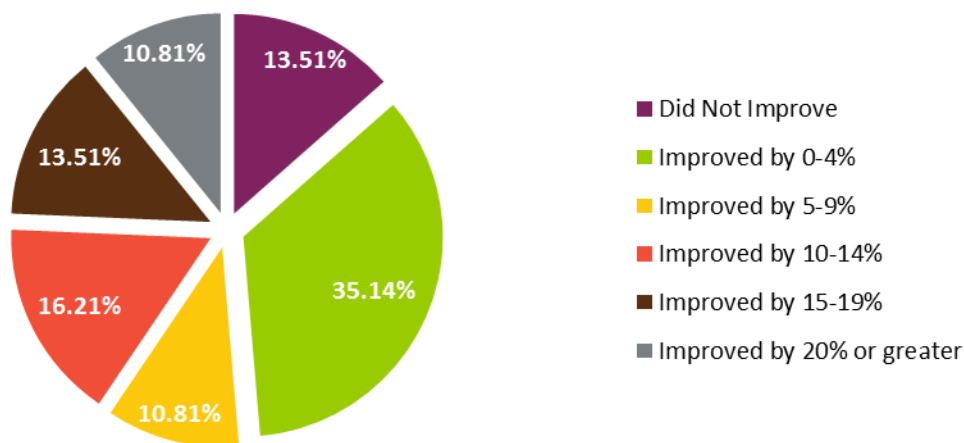
HIGH RISK DIABETES GROUP

GLUCOSE

	Pre-Program	Post-Program	Unit Variance	Variance %
Average Glucose	182	164	-18	-9.89%
Average HbA1c	8.7	7.9	-0.8	-9.19%

This group also showed substantial improvements. 74% of the group improved their glucose with an average improvement of -19.8%. This group also showed measurable change in their average HbA1c values. 84% improved their value with an average improvement of 11.5% or 1.1 points. A one point change in HbA1c is considered medically significant.

Hemoglobin A1c % Change



HbA1c % Change
 Did Not Improve
 Improved by 0-4%
 Improved by 5-9%
 Improved by 10-14%
 Improved by 15-19%
 Improved by 20-39%
 Improved by 40-49%
 Improved by 50% or more

# of Employees	% of Employees
5	13.51%
13	35.14%
4	10.81%
6	16.21%
5	13.51%
3	8.11%
1	2.70%
0	0.00%

Total Cholesterol

	Pre-Program	Post-Program	Unit Variance	Variance %
Average Lab Result	173	170	-3	-1.73%

- 100% of the group was already in a low or moderate risk range for this measure.
- For adult Americans, the average level is about **200 mg/dL**, which is borderline high risk. (CDC - February 9, 2010)

LDL

	Pre-Program	Post-Program	Unit Variance	Variance %
Average Lab Result	93	93	0	0.00%

- 100% of the group was already in a low or moderate risk range for this measure.
- Ideal target for LDL is <100

HDL

	Pre-Program	Post-Program	Unit Variance	Variance %
Average Lab Result	40	40	0	0.00%

- An Ideal target for females is above 50 and above 40 for males.

Triglycerides

	Pre-Program	Post-Program	Unit Variance	Variance %
Average Lab Result	204	226	22	10.77%

- An ideal target for triglycerides is under 150.
- 50% of the group is meeting that target.

Blood Pressure

	Pre-Program	Post-Program	Unit Variance	Variance %
Average Systolic	126	125	-1	-0.79%
Average Diastolic	81	80	-1	-1.23%

- Ideal target for blood pressure is 120/80

HIGH RISK DIABETES GROUP (continued)**Body Mass Index**

	Pre-Program	Post-Program	Unit Variance	Variance %
Average BMI	36.3	35.6	-0.7	-1.93%
Average Weight	244	240	-4	-1.64%

- Ideal target for BMI is <25
- 70% of this group lost weight with an average loss of 8.9 lbs.

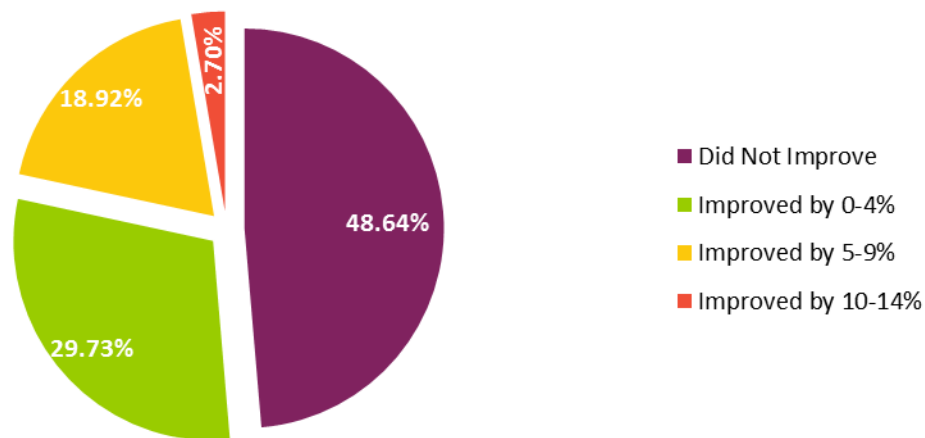
HIGH RISK BODY MASS INDEX GROUP

BODY MASS INDEX

	Pre-Program	Post-Program	Unit Variance	Variance %
Average BMI	44.8	44.2	-0.6	-1.34%
Average Weight	294	290	-4	-1.36%

This group also showed substantial improvements. 51% of the group lost weight with an average loss of 12.1 lbs.

Body Mass Index % Change



BMI % Change	# of Employees	% of Employees
Did Not Improve	18	48.64%
Improved by 0-4%	11	29.73%
Improved by 5-9%	7	18.92%
Improved by 10-14%	1	2.70%
Improved by 15-19%	0	0.00%
Improved by 20-39%	0	0.00%
Improved by 40-49%	0	0.00%
Improved by 50% or more	0	0.00%

Total Cholesterol

	Pre-Program	Post-Program	Unit Variance	Variance %
Average Lab Result	177	171	-6	-3.39%

- 97% of the group was already in a low or moderate risk range for this measure.
- For adult Americans, the average level is about **200 mg/dL**, which is moderate risk. (CDC - February 9, 2010)

LDL

	Pre-Program	Post-Program	Unit Variance	Variance %
Average Lab Result	98	94	-4	-4.08%

- 100% of the group was already in a low or moderate risk range for this measure.
- Ideal target for LDL is <100

HDL

	Pre-Program	Post-Program	Unit Variance	Variance %
Average Lab Result	46	44	-2	-4.35%

- An Ideal target for females is above 50 and above 40 for males.

Triglycerides

	Pre-Program	Post-Program	Unit Variance	Variance %
Average Lab Result	148	151	3	2.02%

- An ideal target for triglycerides is under 150.
- 64% of the group is meeting that target.

Blood Pressure

	Pre-Program	Post-Program	Unit Variance	Variance %
Average Systolic	130	131	1	0.77%
Average Diastolic	81	83	2	2.47%

- Ideal target for blood pressure is 120/80

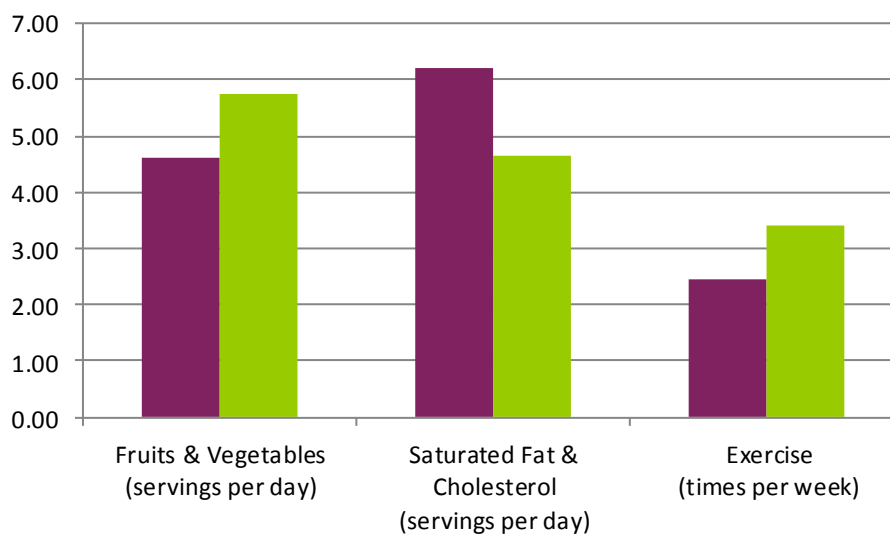
Glucose

	Pre-Program	Post-Program	Unit Variance	Variance %
Average Lab Result	121	122	1	0.83%

- Ideal target for glucose is under 100

DIET and EXERCISE CHANGES (All Participants)

	Pre-Program	Post-Program	Unit Variance	Variance %
Fruit & Vegetables (servings per day)	4.62	5.76	1.14	24.74%
Saturated Fat & Cholesterol (servings per day)	6.21	4.65	-1.57	-25.22%
Exercise (times per week)	2.46	3.40	0.94	38.06%



PARTICIPANT SURVEY RESPONSES

Question 1: Do you believe the changes you have made have lowered your numbers in just 8 weeks?

- 24% said yes, definitely
- 73% said maybe, I'm not sure
- 3% said no, I don't believe changes can happen that quickly

Question 2: At what stage of the program did you feel you started to make positive changes?

- 27% said Week 1
- 14% said Week 2
- 19% said Week 3
- 14% said Week 4
- 14% said Week 5
- 5% said Week 6
- 1% said Week 7
- 1% said Week 8
- 5% said I did not make any changes

Question 3: Do you feel any of the following areas have been positively affected as a result of participating in this program?

- 23% said Morale / Positive Attitude
- 14% More Productive / Energy
- 14% Reduced Stress
- 50% Feel Better Overall

Question 4: Do you feel you will be able to continue to incorporate what you've learned in the classes in your everyday life?

- 76% said Yes
- 1% said No
- 23% said Somewhat

Question 5: If you live with others in your household, have they also incorporated changes to their eating habits?

- 31% said Yes
- 18% said No
- 38% said Somewhat
- 14% said Not Applicable

Question 6: Would you recommend this program to other employees at your workplace?

- 84% said Yes
- 16% said No



5 Batterson Park Rd, Suite 1
Farmington, CT 06032

TEL: 860.773.6580
FAX: 860.677.0612

www.kareliahealth.com



For more information about the Karelia
Risk Reduction Program, email us at
info@kareliahealth.com.



HEALTH SCREENING

May 2014

Health Risk Assessment
Post Program Report
Thomas Sample

Personal and Confidential

karēlia
EXPERIENCE TRUE HEALTH

5 Batterson Park Rd, Suite 1
Farmington, CT 06032

TEL: 860.773.6580
FAX: 860.677.0612

www.kareliahealth.com



EXPERIENCE TRUE HEALTH



City of Austin
Purchasing Office
Offer Clarification for Wellness Services
RFP CDL2000

To better evaluate your proposal, the City of Austin is requiring all Wellness Services Proposers to complete this clarification document. All documents (pages 1-8) shall be returned to Danielle Lord via email: Danielle.Lord@austintexas.gov no later than Tuesday, June 24, 2014 at 2:00 p.m.

1. Request for Proposals may be deemed as non-responsive if:

- Offer does not provide costs for the full contract term of six years (*If a firm price cannot be provided after year one of the contract, you must provide a not to exceed percentage increase*).
- Offer does not include all applicable fees (including sending and receiving monthly files, implementation, set-up, travel and any other additional fees).
- Offer does not meet the requirements for each component as listed in the 0500 Scope of Work.
- The expected participation on the attached cost sheets is altered.
- Offer is on a per employee per month cost basis.
- Offer is submitted on anything other than the attached cost sheets. (*The cost sheets may not be altered*).
- Offer **is not** quoted on a stand-alone basis. Combining components and providing only one cost cannot be accepted.
- Contractor does not agree to the rates quoted regardless of final participation.

2. Please indicate which components of this RFP are being proposed:

- | | | |
|---|---|--|
| A. Component 1: Biometric Screening Services | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| B. Component 2: Health Assessment Questionnaire | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| C. Component 3: Wellness Incentive Tracking | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| D. Component 4: Health Education | <input checked="" type="checkbox"/> yes | <input type="checkbox"/> no |



City of Austin
Purchasing Office
Offer Clarification for Wellness Services
RFP CDL2000

Biometric Screening – Component 1, 0500 Section 3.1

1. Proposal costs that do not include all requirements will be deemed non-responsive.

Required screenings are:

- Blood pressure
- Height, weight and waist circumference
- BMI
- A finger stick measurement includes blood glucose (either fasting or non-fasting), HDL, LDL and triglycerides.

2. A1C testing is no longer a required service.

3. Proposals with a minimum or maximum requirement of participants per screening event will be deemed non-responsive.

4. Screening Costs

Contract Year	Expected Participation	Cost Per Participant	Total Annual Cost (Expected Participation X Cost per Participant)
2015	12,500	Not bidding on this component	Not bidding on this component
2016	12,500	NA	NA
2017	12,500	NA	NA
2018	12,500	NA	NA
2019	12,500	NA	NA
2020	12,500	NA	NA
Total Cost:			NA

In 2015 the City may require employees to complete a biometric screening. The cost proposal must be guaranteed regardless of final participation.



City of Austin
Purchasing Office
Offer Clarification for Wellness Services
RFP CDL2000

5. Additional Proposed Biometric Screenings:

Service	Cost Per Participant
Hemoglobin A1c Screening	Not bidding on this component
Cardiac Risk Factors	Not bidding on this component
Cotinine	Not bidding on this component
Prostate Cancer Screening	Not bidding on this component
Skin Cancer Screening	Not bidding on this component
Other (please list)	Not bidding on this component



City of Austin
Purchasing Office
Offer Clarification for Wellness Services
RFP CDL2000

Health Assessment Questionnaire – Component 2, 0500 Section 3.2

1. Proposal costs that do not include all requirements will be deemed non-responsive.
2. Proposal costs that do not include both online and telephonic Health Assessments will be deemed as non-responsive.

Contract Year	Expected Participation	Cost Per Participant	Total Annual Cost (Expected Participation X Cost Per Participant)
2015	12,500	Not bidding on this component	Not bidding on this component
2016	12,500	NA	NA
2017	12,500	NA	NA
2018	12,500	NA	NA
2019	12,500	NA	NA
2020	12,500	NA	NA
Total Cost:			NA

In 2015 the City may require employees to complete the Health Assessment Questionnaire. The cost proposal must be guaranteed regardless of final participation.

3. Paper Health Assessments

Contract Year	Expected Participation	Cost Per Participant	Total Annual Cost (Expected Participation X Cost Per Participant)
2015	300	NA	NA
2016	300	NA	NA
2017	300	NA	NA
2018	500	NA	NA
2019	500	NA	NA
2020	500	NA	NA
Total Cost:			NA



City of Austin
Purchasing Office
Offer Clarification for Wellness Services
RFP CDL2000

The cost proposal must be guaranteed regardless of final participation.



City of Austin
Purchasing Office
Offer Clarification for Wellness Services
RFP CDL2000

Wellness Incentive Tracking – Component 3, 0500 3.3

1. Proposal costs that do not include all requirements will be deemed non-responsive.
2. Wellness Incentive Tracking and Employee Portal

Contract Year	Expected Participants	Cost Per Participant	Total Annual Cost (Expected Participation X Cost Per Participant)
2015	12,500	Not bidding on this component	Not bidding on this component
2016	12,500	NA	NA
2017	12,500	NA	NA
2018	12,500	NA	NA
2019	12,500	NA	NA
2020	12,500	NA	NA
Total Cost:			NA

3. Wellness Incentive Administration – Gift cards or non-cash rewards. The cost for the contractor to fulfill gift cards or non-cash rewards for the City must include administrative, mailing and cost of \$50 gift card)

Contract Year	Expected Participants	Cost Per Participant	Total Annual Cost (Expected Participation X Cost Per Participant)
2015	12,500	NA	NA
2016	12,500	NA	NA
2017	12,500	NA	NA
2018	12,500	NA	NA
2019	12,500	NA	NA
2020	12,500	NA	NA
Total Cost:			NA



City of Austin
Purchasing Office
Offer Clarification for Wellness Services
RFP CDL2000

4. Wellness Incentive Administration – FSA/HSA/HRA. The cost for the contractor to provide FSA/HSA/HRA administration. Cost of debit cards and banking charges must be included.

Contract Year	Expected Participants	Cost Per Participant	Total Annual Cost (Expected Participation X Cost Per Participant)
2015	12,500	Not bidding on this component	Not bidding on this component
2016	12,500	NA	NA
2017	12,500	NA	NA
2018	12,500	NA	NA
2019	12,500	NA	NA
2020	12,500	NA	NA
Total Cost:			NA



City of Austin
Purchasing Office
Offer Clarification for Wellness Services
RFP CDL2000

Health Education – Component 4, 0500 Section 3.4

1. Proposal costs that do not include all requirements will be deemed non-responsive.
2. At a minimum contactor must offer pre-diabetes, heart health and weight management classes. Other class types may be considered during implementation or annually during the contract renewal process.

Contract Year	Total Number of Expected Classroom Hours per Year	Cost per Classroom Hour	Total Annual Cost (Number of Expected Classroom hours X Cost per Class Room Hour)
2015	400	\$350	\$140,000
2016	400	\$350	\$140,000
2017	450	\$350	\$157,500
2018	500	\$350	\$175,000
2019	550	\$350	\$192,500
2020	600	\$350	\$210,000
Total Cost:			\$1,015,000



City of Austin
Purchasing Office
Offer Clarification for Wellness Services
RFP CDL2000

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

JOHN CAPEW

Name

Karlin

Company Name

[Signature]

Authorized Signature

06/23/14

Date



City of Austin
Purchasing Office
Clarification #2 for Wellness Services
RFP CDL2000

The City of Austin is incorporating the following clarification to the above referenced solicitation:

CLARIFICATION:

Delete 0600-Preparation Instructions and Evaluation Factors **Section 4B**
Evaluation Factors of solicitation CDL2000 in its entirety and replace with the following:

B. Evaluation Factors: up to 100 points per component

Business Organization

20 POINTS

- Experience and longevity of the organization,
- Experience and qualifications of personnel,
- Number of experienced and qualified personnel,
- Capability to service multiple locations.

Proposed Concept and Solution

30 POINTS

- Responsiveness to minimum operational requirements,
- Ability to provide service,
- Ability to meet scheduling obligations, and,
- Adherence to proposal format.

Cost

40 POINTS

- Biometrics Screening Services
- Health Assessment Questionnaires
- Wellness Incentive Tracking
- Health Education
- You are not required to bid on all 4 components.

Local Presence

10 POINTS

- i. A firm (Proposer or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of



City of Austin
Purchasing Office
Clarification #2 for Wellness Services
RFP CDL2000

the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this RFP.

- ii. Points will be awarded through a combination of the Proposer's Local Business Presence and/or the Local Business Presence of their subcontractors per the below evaluation criteria. (If you will be utilizing subcontractors, you must contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and include the completed No Goals Utilization Plan with your submittal in Part I-Required Documents.)
- iii. Business Presence of subcontractors will be based on the dollar amount of goods and/or services as reflected in the Proposer's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan.

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local business presence of between 1% and 24%	2
No local presence	0

The City will score offers on the basis of item 1-7 above. The City may select a short-list of contractors based on these scores. Short-listed contractors will be invited for interviews with the City. 25 points maximum.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This clarification document (pages 1-3) shall be submitted, signed (page 3), and returned to Danielle Lord via email: Danielle.Lord@austintexas.gov no later than Monday, July 14, 2014 at 2:00 p.m.



City of Austin
Purchasing Office
Clarification #2 for Wellness Services
RFP CDL2000

ACKNOWLEDGED & ACCEPTED BY:

Carrie Balicki
Name

Karcha, LLC
Company Name

Carrie Balicki
Authorized Signature

7-14-14
Date



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

December 8, 2014

Onsite Health Diagnostics, LLC
Elizabeth Poe
8445 Freeport Parkway, Suite 500
Irving, TX 75063

Dear Elizabeth:

The Austin City Council approved the execution of a contract with your company and Karelia LLC for Wellness Services in accordance with the referenced solicitation.

Responsible Department:	Human Resources Department
Department Contact Person:	Michelle Du
Department Contact Email Address:	Michelle.Du@austintexas.gov
Department Contact Telephone:	512-974-2547
Project Name:	Wellness Services
Contractor Name:	Onsite Health Diagnostics, LLC
Contract Number:	NA150000028
Contract Period:	12/08/2014 – 12/07/2015
Dollar Amount	\$322,500.00 each and combined
Extension Options:	Five 12 month extension options
Requisition Number:	14030400241
Solicitation Type & Number:	RFP CDL2000
Agenda Item Number:	68
Council Approval Date:	11/20/2014

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Corporate Contract Compliance Manager
City of Austin
Purchasing Office

cc: Monica McClure
Michelle Du

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Onsite Health Diagnostics, L.L.C. ("Contractor")
for
Wellness Services – Biometric Screening**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Onsite Health Diagnostics, L.L.C. having offices at 8445 Freeport Parkway, #500, Irving, Texas 75063 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number CDL2000.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposal, CDL2000 including all documents incorporated by reference
- 1.1.3 Onsite Health Diagnostics, L.L.C.'s Offer, dated May 27, 2014, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to five (5) additional twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total not-to-exceed amount of \$322,500 each and combined for the initial Contract term, and an amount not-to-exceed \$358,450 each and combined for each of the five twelve (12) month extension options for a total contract amount not-to-exceed \$2,114,750 each and combined. Contractor shall be paid according to Contractor's Revised Offer sheet attached hereto as Exhibit A. Prices are firm for the first thirty-six (36) months of the contract and rate caps are provided for the remaining three (3) 12-month extension options. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 The City accepts Contractor's Offer only as to Component One-Biometric Screening, in 0500-Scope of Work, Section 3.1.

1.6.2 Attachment 5, Tab 8 of the Contractor's Proposal: The City accepts the Contractor's exception to the requirement stated in the Solicitation at Section 0500-Scope of Work.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

ONSITE HEALTH DIAGNOSTICS, L.L.C.

CITY OF AUSTIN

KYLE ALEXANDER
Printed Name of Authorized Person

[Signature]
Signature

CEO
Title:

11/25/14
Date:

C. Danielle Lord
Printed Name of Authorized Person

[Signature]
Signature

Corporate Contract Compliance Manager
Title:

12/8/14
Date:

Exhibit A – Contractor's Offer Clarification
Exhibit B – City's Non-Discrimination Certificate

EXHIBIT A Contractor's Offer Clarification

Biometric Screening – Component 1, 0500 Section 3.1

1. Proposal costs that do not include all requirements may be deemed non-responsive

Required screenings are

- Blood pressure
- Height, weight and waist circumference
- BMI
- A finger stick measurement includes blood glucose (either fasting or non-fasting), HDL, LDL and triglycerides.

2. A1c testing is no longer a required service.

3. Proposals with a minimum or maximum requirement of participants per screening event may be deemed non-responsive

4. An entry of "0" (zero) or blank entry will be interpreted by the City as no-charge (free) and the City will not pay for that item.

5. Screening Costs

Contract Year	*Expected Participation	Cost Per Participant	Total Annual Cost (Expected Participation X Cost per Participant)
2015	12,500	\$39.50	\$493,750
2016	12,500	\$39.50	\$493,750
2017	12,500	\$39.50	\$493,750
2018	12,500	\$39.50	\$493,750
2019	12,500	\$39.50	\$493,750
2020	12,500	\$39.50	\$493,750
Total Cost:			\$2,962,500

Note: In 2015 the City may require employees to complete a biometric screening. The cost proposal must be guaranteed regardless of final participation.

**The Expected Participation Levels noted above are estimates and not a guarantee of actual participation. The City does not guarantee participation and the estimates are provided as a guide; actual participation may be more or less.*

6. Additional Proposed Biometric Screenings.

Service	Cost Per Participant
Hemoglobin A1c Screening	
Cardiac Risk Factors	
Cotinine	\$11.00
Prostate Cancer Screening	
Skin Cancer Screening	
Other (please list)	\$5.00 Physician Referral Screenings

	\$4.00 Online Aggregate Reporting

The City of Austin will utilize the information on this BAFO for analyzing competing proposals and selection purposes.

Vendor Name: Onsite Health Diagnostics

Vendor Signature:

Steven Stanoff

Date:

8/6/14

EXHIBIT B
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

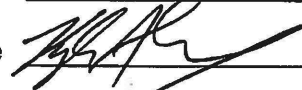
Dated this _____ day of _____, _____

CONTRACTOR

Authorized Signature

Title

OHD



CEO

City of Austin
Purchasing Office
Local Business Presence Identification Form

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Onsite Health Diagnostics					
Physical Address	8445 Freeport Pkwy, Suite 500, Irving, TX 75063					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

City of Austin
Purchasing Office
Local Business Presence Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:
Steven Staneff, President, Onsite Health Diagnostics

Steven Staneff
Signature, Authorized Representative of Offeror

President
Title

6/10/14
Date

END

**CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

The term "**Offeror**", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. Anti-Collusion Statement. The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. Preparation of Solicitation and Contract Documents. The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. Participation in Decision Making Process. The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. Present Knowledge. Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. City Code. As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. Chapter 176 Conflict of Interest Disclosure. In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

7. Anti-Lobbying Ordinance. As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name: Onsite Health Diagnostics

Printed Name: Kyle Alexander

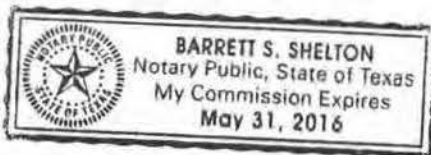
Title: Chief Executive Officer

Signature: 

Subscribed and sworn to before me this 27 day of May, 2014.


Notary Public

My Commission Expires 5-31-16



Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name Onsite Health Diagnostics

1. Company's Name Safeway
Name and Title of Contact Tammy Banouvong, Wellness Program Manager
Present Address 11555 Dublin Canyon Road
City, State, Zip Code Pleasanton, CA
Telephone Number (925) 226-5665 Fax Number ()
Email Address Tammy.Banouvong@safeway.com

2. Company's Name Avis Budget Group
Name and Title of Contact Rosemary Manning Hughes, Benefits Manager
Present Address 1 Sylvan Way
City, State, Zip Code Parisppany, NJ
Telephone Number (973) 558-0968 Fax Number ()
Email Address Rosemary.Hughes2@avisbudget.com

3. Company's Name DaVita Healthcare
Name and Title of Contact Jennifer Scharff, Wellness Manager
Present Address _____
City, State, Zip Code Denver, CO
Telephone Number (303) 876-6651 Fax Number ()
Email Address Jennifer.Scharff@davita.com

4. Company's Name ConocoPhillips
Name and Title of Contact Julie Merciez, Health Mgmt Advisor
Present Address _____
City, State, Zip Code Bartelsville, OK
Telephone Number (918) 661-1458 Fax Number (____) _____
Email Address Juli.Merciez@conocophillips.com

5. Company's Name Phillips 66
Name and Title of Contact Angela Kallus
Present Address _____
City, State, Zip Code Houston, TX
Telephone Number (832) 765-1918 Fax Number (____) _____
Email Address Angela.Kallus@p66.com



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN,
TEXAS

REQUEST FOR OFFER NO: CDL2000 ADDENDUM NO. 1 DATE OF ADDENDUM: 5/15/2014

This addendum is to incorporate changes to the above referenced offer:

I. Questions and Answers:

Q1: Will you take phone calls to discuss clarifying questions?

A1: Questions should be submitted in writing to the authorized Buyer, Danielle.lord@austintexas.gov; however, any questions answered by phone will also be published in an addendum.

Q2: For the Pre-proposal conference—will it be accessible via conference call in line, and if so, what is the call-in number and pass code?

A2: Yes, a call in number and conference code will be published in an addendum once established.

Q3: What is the projected timeline for your program (i.e. decision date, implementation, Portal and incentive go live, and screening go live)?

A3: All dates are tentative at this time; our estimated dates are the following:

- a. Decision date: July 2014
- b. Implementation: (start) August 2014
- c. Portal and incentive go live: January 2015
- d. Screening go live: January 2015

Q4: Please confirm that you have 15,000 total eligible for the program, or provide adjustment of the total eligible.

A4: The City currently has 11,582 employees and 4,126 retirees who are eligible for the program.

Q5: How long have you had your program?

A5: The City has had a wellness program since 1991.

Q6: Who is the incumbent provider for your program?

A6: The City currently manages the administration of the wellness program internally. Onsite Health Diagnostics provides biometric screening services. Seton provides diabetes education classes. The online health assessment is hosted by UnitedHealthcare.

- Q7: Do you have a present disease management program—and if so, who provides it?
A7: We currently have a disease management program through our medical plan carrier, UnitedHealthcare.
- Q8: Who is your health plan carrier?
A8: UnitedHealthcare
- Q9: What scope of services being requested is new?
A9: Wellness incentive tracking and some health education classes.
- Q10: What are the key drivers behind your program?
A10: We review employee medical claims and health assessment data. We are trying to achieve a healthier population through prevention and targeted outreach to those with chronic conditions. Our goal is to reduce medical costs/trends.
- Q11: What are your goals and objectives—what will success look like in one year, and in 5 years?
A11: We would like to see a decrease in employee health risks year over year. This data should be following the same individuals consecutively.
- Q12: Please summarize your wellness team within the benefits division staff (e.g., is there a full time manager, or is the work shared within the benefits team, etc.) and the specific role(s) of the team and/or wellness manager.
A12: Currently, there is one full-time Wellness Coordinator/Supervisor and two full-time Wellness Consultants in the division. There is also a Benefits Specialist who spends 15 hours a week assisting with administrative or transactional duties. The Wellness Coordinator oversees all aspects of the program. The Wellness Consultants work on scheduling events, managing programs and providing customer service to employees.
- Q13: Biometric Screening-What are the criteria or stratification for determining eligibility for health education programs? And is it only based on biometrics? Are you open to vendor recommendations?
A13: We are open to vendor recommendations. For diabetes programs individuals must be diagnosed with diabetes from a physician. For the prediabetes program employees must have an A1c between 5.7 and 6.4, and a BMI greater than 25.
- Q14: Biometric Screening-Please provide additional information regarding the type of educational literature required in Scope of Work item 3.1.14. Do you envision the educational literature as a brochure or a brief summary of the biometric results as part of a face to face discussion and on a report?
A14: We would like the literature to include information about results that are within range, at risk and at high risk.
- Q15: Biometric Screening-In attachment 1, you provide the 2013 schedule for health assessment (begins January 18 through November 26). Is this for biometric assessment? And if so, are you open to a more condensed timeline for screening (so the time 1 and time 2 comparisons are more likely 9-12

months apart)?

A15: Yes. The City will set the schedule and we require the vendor to comply with the schedule. We may condense the schedule to six months but we will always have multiple events and may have more than one event in a day or week.

Q16: Biometric Screening-Are any of the requirements flexible should we propose alternatives that would be acceptable?

A16: Yes.

Q17: Health Education-We have fully qualified and trained staff, yet they may not be a RN, RD, LPN or NP—would this be acceptable, or do they need to have one of these four qualifications?

A17: It would depend on the training and education of the staff.

Q18: Health Education-Are you open to alternative “health education” approaches—e.g., one on one coaching for participants with proven and science-based behavior model—vs. only group classes?

A18: We are open to suggestions.

Q19: Health Education-We offer over 30 topics in one-hour classes for education and awareness—would this work in conjunction with one-on-one coaching?

A19: This is not something we are requesting.

Q20: Health Education-Are the areas of health education for pre-diabetes, asthma, blood pressure, heart health mandatory?

A20: Vendors can propose on the health education classes they have available. The City will partner with a vendor to implement a blood pressure or heart health program in 2015.

Q21: Health Education-We offer a comprehensive health management approach that will address specific lifestyle behaviors in context of participants addressing their target areas of health risk and prevention—would this be acceptable?

A21: Yes, depending on the approach.

Q22: What is your vision and scope expectations for the account manager we would provide?

A22: We would like a partner who will work with third party administrators and who will assist in resolving issues with program administration and customer service. Additionally we expect the account manager to provide advice and counselling on best in class programming.

Q23: Relative to Supplemental Purchase Provisions—item 9, Workforce Security Clearance and ID—we provide certain background and security checks on all employees, and would like to know if this would be an acceptable substitute, or if all employees on our team (including call center staff, screening, IT, marketing support, service delivery, etc.) must be fully vetted per this section’s requirements. This could cover a large number of individuals and be costly.

A23: Providing documentation verifying the employees that will be providing services in onsite events have completed and passed their CBI will be sufficient.

Q24: Relative to the requirement of comparison to previous years’ data—does this apply to previous vendor data? If so, is it only for biometrics, or also health assessment?

A24: Yes, it does apply to previous vendor data. Biometrics Only.

Q25: To be clear, are you stating that unit pricing should be fixed or not to exceed, or total projected fees (based on your participation projections) be a fixed fee (e.g., if your participation projection is lower than what occurs, we are only able to bill up to the projected total in spite of additional participants beyond the projection)?

A25: The initial contract will be a one year contract with five one year extension options. The first year will require a rate guarantee. Year's two to five, for budgeting purposes, will require a not to exceed amount which can then be negotiated between the City and the successful proposer on an annual basis.

Q26: Our fee for online health assessment and incentive tracking are based on total eligible per our portal fee which is per eligible per month. Is this acceptable?

A26: Vendors need to make a determination on their costs and what they need to do to remain competitive.

Q27: In follow-up to the previous fee question, can we modify the pricing approach in the pricing (cost sheet) to fit our pricing model? For Example: Can we set up a fee table for the portal (platform) that we price PEPM with understanding that the per participant fee for online health assessment and incentive tracking is \$0.00?

A27: No, in order to evaluate proposals the attached cost sheet must be utilized.

Q28: The Body Composition is one of the requested biometric screening requests, is there a greater weight given to more accurate methods such as the Bod Pod, rather than bioelectric impedance or skinfold calipers?

A28: This will be considered when evaluating the scope of work.

Q29: On the Scope of Work for Wellness Services, section 3.1.1 there is no mention of finger stick measurements, however in 3.1.2 there are requirements for finger stick measurements. Will the finger stick measurements be required under the biometric screening component of the bid?

A29: Yes see section 3.1.2.

Q30: If the finger stick measurements are not required in the biometric screening component, is it still a requirement of section 5.1.1 (Contractor's staff members managing biometric screening events shall be a state certified Registered Nurse, Physician's Assistant, or EMT-Paramedic) when there will be no blood work done?

A30: Finger stick measurements are required for the biometric screening component in section 3.1.2.


Q31: There are an estimated 6,000 participants for 2015, is there any predicted schedule of the events for all of these tests?

A31: There is not but it will be similar to those in Attachment 1.

II. All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #9 is hereby incorporated and made a part of the above referenced offer.

APPROVED BY:



Danielle Lord, Corporate Contract Compliance Manager
Purchasing Office, 512-974-2298

ACKNOWLEDGED BY:

ONSITE HEALTH DIAGNOSTICS, LLC
SUPPLIER


AUTHORIZED SIGNATURE

5/27/14
DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH OFFER OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN,
TEXAS

REQUEST FOR OFFER NO: CDL2000 ADDENDUM NO. 2 DATE OF ADDENDUM: 5/17/2014

This addendum is to incorporate changes to the above referenced offer:

I. Questions and Answers:

Q1: For the Pre-proposal conference—will it be accessible via conference call in line, and if so, what is the call-in number and pass code?

A1: Yes, below is the information you will need to successfully access the Pre-proposal conference.

Telephone Number: 512-974-9300

Moderator Code: 992490

Conferee Code: 090115 (enter code and press #)

Confirmation No: 2459

You will be able to access your conference five (5) minutes prior to the scheduled time and you will receive a warning tone when the conference time is about to expire.

If you enter the conference bridge and hear only silence, it is likely that you are the only one in the bridge. Please wait several minutes for others to join the bridge.

If you think there is a problem with the conference bridge, please contact the City of Austin Voice Operations at 512-974-7688. Please have your Confirmation number readily available for the administrator to access your conference.

II. All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #2 is hereby incorporated and made a part of the above referenced offer.

APPROVED BY:



Danielle Lord, Corporate Contract Compliance Manager
Purchasing Office, 512-974-2298

ACKNOWLEDGED BY:

OASITE HEALTH DIAGNOSTICS, LLC
SUPPLIER


AUTHORIZED SIGNATURE

5/27/14
DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH OFFER OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN,
TEXAS

REQUEST FOR OFFER NO: CDL2000 ADDENDUM NO. 3 DATE OF ADDENDUM: 5/23/2014

This addendum is to incorporate changes to the above referenced offer:

I. Questions and Answers:

Section 0400-Supplemental Purchase Provisions:

Q1: On #9 Workforce Security Clearance and Identification, the Addendum Q & A addressed this question, but to clarify is the CBI that is provided by the contractor even if we don't do finger prints, acceptable.

A1: Yes, it is.

Q2: Are only on-site employees included in the CBI or all employees such as call takers?

A2: CBI is only required for on-site employees.

Section 0620 – Cost Sheet:

Q3: Item 4 – On the second table, should the \$50 incentive (gift card) be added to our cost?

A3: No do not include it.

Q4: All fees are per participant, a lot of times in the industry that pricing is a per eligible fee but you are asking for per participant. Is there an opportunity to look at it in that mode?

A4: If that is per participant is not the way you usually do business then you should list that in your exceptions.

Q5: Is there a total eligible count?

A5: Yes, we have about 12,000 employees and an additional 3500 retirees. At this time we do not have a wellness program for retirees, but are looking at it for future years. It is in the first Addendum Question 4.

Q6: Component 4 - How many employees do you expect to be eligible for health education classes?

A6: It will depend on the classes we offer. but we anticipate about 15 to 20 people per class and about 350 people for the first year.

Q7: Do you have a number for subsequent years per class?

A7: No, we really are asking for this to be bid on a per class regardless of participants.

Q8: Do you have a history of how many classes you have offered? Or how many classes per year, and number of classes per session?

- A8. For Diabetes, we had about 25 classes in a year, but that was the start of the program.
Q9: Does the stratification change depending on the type of class?
A9: Yes.

Section 0630 – Commercial and Legal Contract Terms:

- Q10. Can we get this as a Word document?
A10. No, the city does not release Word documents in order to maintain the integrity of the documents.
Q11. Can we transfer it to a Word document?
A11. Yes, but we are trying to maintain the integrity of the documents.

Section 0600 – Proposal Preparation:

- Q12. On Tab 4 you referenced the Scope of Work. Which sections did you reference?
A12. You will need to state your compliance with Paragraphs 3.1 to 3.4 and 5.1 to 5.6.
Q13. On Tab 6, do we need to list everyone that will touch your business? We may not know everyone at this time.
A13. You need to provide information on everyone that you would currently have assigned.
Q14. You talk about 100 points, but if you are not bidding on all 4 components, do you get less than 100 points?
A14. The actual sections that are component related can be scored up to 10 points and you will not be docked if you do not bid on them. We use an average formula not a literal one.

Section 0700 – References:

- Q15. Do you require active clients or can we use former clients?
A15. They can be former clients, but no further back than 2004.

Section 835 – Non Resident:

- Q16. Do you need this for subs also?
A16. No, we only need the prime for this document.

Offer Sheet:

- Q17. The Minority Resources department says there is a 0900 form. Where is this form?
A17. There is a link provided for the standard documents where this is included.
Q18. Is the 0900 required to be certified with SMBR prior to submission?
A18. Yes.
Q19. Would a website license be considered a sub-contractor?
A19. It would be best to contact our SMBR department and check to see if a 0900 is required.

General Questions:

- Q20. With regards to the online solutions, you call for an online health assessment. Is there to be any other requested opportunities for additional online services throughout the year?
A20. We are looking at the incentive tracking that could be an online system.
Q21. What about additional tools or health information, plans or classes?

A21. We are not looking for that at this time.

Q22. If we currently have an active BAA do we have to re-submit?

A22. Yes, this is a new solicitation so you will need to treat it separate from any other business you might have.

Q23. Pricing tables presented in .pdf. Do we have to recreate the table?

A23. You can, but it has to look exactly like the one in the solicitation.

Q24. Besides online HRA's, and incentive tracking, are there any other behavior change activities other than on-site classes?

A24. We are not looking for any others at this time.

Q25. Legal exceptions are we required to write them in or type them into the .pdf document?

A25. Either is acceptable.

II. Attached sign-in sheet for Pre-Proposal meeting on May 20, 2014.

III. All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #3 is hereby incorporated and made a part of the above referenced offer.

APPROVED BY:



Danielle Lord, Corporate Contract Compliance Manager
Purchasing Office, 512-974-2298

ACKNOWLEDGED BY:

ONSITE HEALTH DIAGNOSTICS, LLC
SUPPLIER


AUTHORIZED SIGNATURE

5/27/14
DATE

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ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN,
TEXAS

REQUEST FOR OFFER NO: CDL2000 ADDENDUM NO. 4 DATE OF ADDENDUM: 5/23/2014

This addendum is to incorporate changes to the above referenced offer:

I. Questions and Answers:

Q1: Which sections of the RFP would require the response of both the primary bidder and subcontractors?

A1: The primary will respond on behalf of any subcontractors they are planning on utilizing. Everything is coordinated with the primary and the primary is responsible for managing their subs including payments.

Q2: In relation to your RFO, I understand after reading through the material that if your schedule follows suit with last year, will be having several different opportunities/locations throughout the course of the year for employees to participate in the Health Assessments. Computerized Screening is a Health Kiosk Company; we offer leasing options which can satisfy most any time frame. I am aware that I cannot get too technical with what I tell you about our company at this time; I am trying to find out if the City of Austin is absolutely sold on the idea to have a group of individuals come in to run the Health Assessments, or would The City be open to reviewing a different option which could provide most assessments around the clock, but without the need for a Health Fair.

A2: If you are unable to meet the requirements please add this to the exceptions in Attachment 5. You will not be disqualified but it may affect your scoring.

Q3 & A3: Screening and Staffing:

- a. Relative to the 2013 schedule, can you provide the actual participant numbers per location (the list only provides eligible employees)

See below-

Event #	Event Date	Event Location	# of Finger Sticks
1	1/18/2013	Health Expo- Palmer	697
2	1/18/2013	Waller Creek	115
			812
3	2/3/2013	Webberville	49

4	2/21/2013	KGSC	145
			194
5	3/5/2013	Glenn Bell	98
6	3/6/2013	Rutherford	153
7	3/7/2013	KGSC	10
8	3/8/2013	APD HQ	30
9	3/25/2013	OTC	163
			454
10	4/4/2013	CTECC	82
11	4/5/2013	APD East Sub	35
12	4/11/2013	Motorola APD	33
13	4/12/2013	APD South Sub	19
14	4/18/2013	APD HQ	97
15	4/19/2013	APD North Sub	35
16	4/30/2013	TLC	160
			461
17	5/1/2013	APL Austin Recycle Reads	29
18	5/2/2013	Hornsby Bend	30
19	5/15/2013	APL Austin History Center	54
20	5/16/2013	City Hall	116
21	5/14/2013	PARD Central Main. Comp	48
22	5/22/2013	LRC	76
			353
			2274
23	6/4/2013	Street Jones	35
24	6/5/2013	Safety Conference	94
24	6/7/2013	Wireless	28
25	6/11/2013	St. Elmo	44
25	6/12/2013	Oak Hill Library	13
26	6/18/2013	Health Expo- Palmer	436
27	6/19/2013	Spicewood Library	8
28	6/25/2013	Harold Court	37
29	6/28/2013	City Olympics	39
			734
			3008
30	7/10/2013	CTM Riverside	54
31	7/11/2013	ABIA Terminal	49
32	7/16/2013	Animal Center	54
33	7/17/2013	Kramer Lane	74
34	7/24/2013	ABIA Maintenance	51
			282
			3290
35	8/1/2013	OTC	97
36	8/22/2013	ACC	96

37	9/5/2013	Muni Court	61
38	9/6/2013	Waller Creek	127
39	9/12/2013	Muni Building	53
40	9/25/2013	RBJ	40
			474
			3764
41	10/2/2013	Rutherford	55
42	10/3/2013	APD Headquarters	61
43	10/23/2013	Health Expo- Palmer	549
			665
			4429
44	11/22/2013	Fleet - Smith Road	23
45	11/26/2013	OTC	73
			96
			4525

- b. The schedule for 2013 screening totals 9440 employees, yet the RFP states 15,000 total eligible. Please address or explain the discrepancy.
We have 11,582 employees and 4,126 retirees who are eligible. The schedule only showed employees who worked at or near that specific site. Screenings were not offered at every site. However, employees can attend screenings at any site.
- c. In the pricing document request, you list additional screening scope—are these optional for the City's consideration and to see what vendors have in addition to the required scope?
Yes.
- d. You request all screening be done with a Cholestech LDX System or equivalent. We use this for all blood screening requested except A1C, which the LDX does not do—we use the Bayer unit for this. We assume this is acceptable. Please confirm.
The City has determined that Cholestech is best in class. If the winning proposer has a different unit that they feel is comparable that is acceptable. However, during screening events, if it is deemed that the alternate unit is not comparable the vendor must be willing to use Cholestech units.
- e. You state that the staff for finger sticks should be state certified Phlebotomist, Registered Nurse, Licensed Vocational Nurse or EMT – Paramedic. We also use trained staff with 4-year degrees in health and wellness. Would this be acceptable? For large groups, we can most likely meet the City's staffing criteria, however for events of less than 4 hours, this may be problematic to have the specified screening (fingerstick) staff requested, and we would use our event lead who is fully trained and has a 4 year related degree. Please advise on this. Trained staff with a four year degree in health and wellness will be acceptable.
- f. Relative to the staffing security clearance (Item 9 of the Supplemental Purchase provisions and the stating lead time of 30 days for screening request by the City (item 3.1.4 of the scope of services; we will request exception for this timing to 6-8 weeks, and to schedule the screenings in greater bulk of the events)—it appears that these are or could be in conflict. Specifically, if we have only thirty days-notice of a screening event to schedule, yet the provision in item 9 C states that the City needs staff security report 30 days in advance (prior to the event), these two timing requests do not align, and in short are not possible. This is especially more significant given the time for a report from State or Federal (per item 9 B) that states a range of 2-6 week's time,

respectively, to receive a report post request. Please address/clarify/advise on this as we need to know the boundaries, flexibility of the city for ensuring proper scheduling and staffing for events.

We need the vendor to accommodate any requests to schedule a health screening with at least 30 days advance notice. The 30 days for security clearance does not need to be prior to each screening but can be provided prior to the calendar year and then updated for new staff sometime prior to the event.

- g. Will we be provided an updated eligibility file to use for screening events, thus, allow ability for segmentation of reports?

The City will consider providing an eligibility report.

Q4 & A4: Health Education:

- a. How many educational events were delivered in 2013 and 2014 (projected)—both one-time events, and multi-session events. Please clarify for our projection purposes.

In 2013 we offered 25 diabetes classes, each class meets three times. Two of the classes are four hours and one of the classes is two hours. In 2014 we estimate that we will offer the same number of diabetes classes. In 2014 we estimate that we will offer 5 prediabetes classes. Each class meets for one hour 16 times.

- b. Are these sessions incented? If so, how and what criteria?...or is this based on vendor recommendation?

Employees who enroll in the diabetes program receive waived copays on all diabetes medications. Incentives for 2015 are still being determined. However, we will ask for input from the successful proposer.

- c. If health education seminars/classes are incentivized, do you expect individuals to self-report on the portal tracking, or other means? Please elaborate.

We expect employees to be eligible for health education classes based on biometric measurements.

- d. Relative to reporting, are you requesting report of total participants, or other? Please elaborate.

We are requesting reporting for total participants. We may also request reports by department or other segmentations.

Q5: To clarify, the City will accept answers that have been electronically inputted into your PDF documents (signatures notwithstanding)?

A5: The City will accept answers that have been electronically inputted into our PDF documents, but not signatures on the original document (the copies do not have to be original signature).

Q6: Will the potential wellness provider be eliminated if they are not able to provide all contractors that are certified as Phlebotomist, RM, LM or EMT Paramedic?

A6: Not necessarily, please provide the certifications/qualifications for the individuals that will staff events. The City will review certifications/qualifications and score each vendor accordingly. Vendor will not be eliminated but it may impact the scoring for the requirement.

Q7: The City state that contractors must provide immediate, printable results to participants – can you please confirm exactly what information is expected? Currently, Viverae provides a copy of the biometric screening results for every member. Is this sufficient?

A7: For the biometric screening component this meets the requirements. For the online health assessments component we require more details on the individual's health risks and how they can improve those risks.

Q8: The City states that members should view their information within 5 business days of receiving

3rd party data. Viverae's business practice is 10 business days. Is this acceptable?

A8: The requirement is five days. If 10 days is your business practice please note this as an exception on Attachment 5.

Q9: Please confirm if the City expects all Education Programs to be delivered onsite. Please further define these services.

A9: We are looking for health education classes that are offered in a classroom setting. Most will be delivered onsite. However, if the successful proposer has a facility in the Austin area the City may consider using that facility for some classes if the vendor agrees.

Q10: Are we are required to utilize a MBE/WBE subcontractor for this solicitation?

A10: Subcontractors are not required; however, if you plan on using subs you much go to the website and download the 0900 form and submit to SMBR for certification. If you are uncertain at this time if subs and will not know until after award, then you do not have to complete any paperwork and once it is determined you are going to use subs you will have to contact SMBR to get the subs certified.

Q11: Are we are required to have an officer sign the offer letter?

A11: An individual that is authorized to bind and represent the company can sign the offer.

Q12: In Tab 2, the instructions state that any addendums can be included here. Can you clarify what kind of addendums the City has in mind or provide an example to illustrate?

A12: We currently have two addendums and will have at least one more addendum. Contractors are required to include each addendum published and signed off on in the proposal Tab #2.

Q13: The health education section asks for multiple topics to be covered. Would the City consider a vendor that specializes in one topic only? The health education section also requests onsite pre-diabetes education sessions. Would the City consider a program that was online only instead of onsite?

A13: If you are unable to meet the requirements please add this to the exceptions in Attachment 5. You will not be disqualified but it may affect your scoring.

Q14: Can you confirm if all employees have opted into the employee only medical plan?

A14: We have 11,582 employees and only 213 have waived coverage. Employees may be on employee only, or employee + dependent(s) coverage. The City may determine that employees not on the medical plan are also eligible for wellness services.

Q15: Are the part time employees also eligible for the Wellness Solution programs?

A15: Yes.

Q16: Below are three areas in the City of Austin Wellness Services RFP, Solicitation CLD2000, where insurance requirements are referenced. Some areas are duplicative. Please advise which sections should be followed and which eliminated.

- Section 0400, Supplemental Purchase Provisions – Item 2
- Section 0300, Standard Purchase Terms and Conditions (referenced on page 2 of bid package document and in item 2 in Section 0400)
- Section 0630, Commercial and Legal Contract Terms – Item 19

A16: Please follow insurance instruction in the 0400.

Q17: Can you clarify which portions of the proposal need to be delivered in a sealed envelope? For example, would this be the signed offer letter in Tab 2 and/or pricing in Tab 7? Or should the entire proposal be sealed?

A17: The entire proposal should be sealed.

Q18: Does the City have an estimated schedule (start dates, times and locations) for the health education classes? Can the City provide the schedule for 2013 Diabetes classes (i.e., similar to screening schedule provided in Attachment 1)?

A18: There is no estimated schedule at this time. Generally we will schedule a class after a health assessment at the same location. Attached is the diabetes class schedule for 2013.

Q19: Section 0500 Scope of Work indicates that the City will use the screening results to determine eligibility for education classes based on recommendations from Contractor and nationally recognized health data. We assume this means that the City wishes to approve the risk stratification model used to determine eligibility for health education classes, but that Contractor will determine which specific individuals are eligible based on personal screening results? Is this correct? If not, please describe the role the City wishes to play in eligibility determination for classes.

A19: Yes this is correct.

Q20: Does the City expect to place a limit on the number of individuals that may participate in education classes?

A20: No.

Q21: Does the City expect to offer incentives in 2015 for participants who complete education classes? If so, please explain.

A21: Yes, employees can earn a \$50 health credit for completing education classes.

Q22: Has the City determined the specific incentive awards for each component of the 2015 program year and/or comprehensive incentive awards budget for all components of the wellness program?

A22: The City has not determined the specific incentive awards for each component. In 2015, the City can award up to \$150 in health credits to employees for participating in certain wellness activities.

Q23: Is the City seeking guidance on future wellness program incentive structure as part of this proposal?

A23: Yes, as part of the incentive tracking component.

Q24: If the COA is looking to offer two screenings for participants in the same year, what is the time table? Would a participant screen, be stratified for health education, participate in the health education, then screen again all within one year?

A24: Generally employees are screened once per calendar year. However, this might be acceptable in order to measure health education results and impact on biometric numbers.

Q25: Is COA looking to hold large on-site screening events or how many screening locations would

be anticipated for this program?

A25: Yes, large and small onsite screening events will be held. See Attachment 1 for examples of screening events conducted in 2013.

Q26: What is COA's exposure to outcomes-based wellness programs and is this something they could foresee as the future of their program?

A26: The City currently has a BMI Screening program, employees who drop their BMI by one or more point in the calendar year can earn a \$50 health credit. Outcome based programs are something the City is interested in exploring for the future.

II. All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #4 is hereby incorporated and made a part of the above referenced offer.

APPROVED BY:



Danielle Lord, Corporate Contract Compliance Manager
Purchasing Office, 512-974-2298

ACKNOWLEDGED BY:

ONSITE HEALTH DIAGNOSTICS, LLC
SUPPLIER


AUTHORIZED SIGNATURE

5/27/14
DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH OFFER OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



ONSITE SCREENING EVENT INCLEMENT WEATHER POLICY

OHD will make every effort to monitor weather and road closures prior to the scheduled onsite biometric screening event. As soon as the OHD Team Lead is made aware of potential hazardous weather conditions, OHD will begin communicating with the site to discuss any necessary action to be taken to modify the scheduled event. Possible scenarios include: delayed event start or reschedule. If a delayed start or reschedule is necessary due to inclement weather, normal cancellations or change fees do not apply.

In the event of inclement weather, OHD Team Leads will follow the schedule of the local school district in which the screening is to take place as outlined below:

1. If the school district in which a **worksite is located** is closed due to inclement weather, the screening will be canceled and the event will be rescheduled; or
2. If the school district in which a **worksite is located** is delayed due to inclement weather, the screening will be delayed in kind.
3. If the school district in which a **worksite is located** is not in session, then OHD will follow the local government office closures and delays as indicated.

When these situations occur, OHD will communicate as soon as possible with the site and other appropriate vendors. A Client Services Coordinator will begin making preparations to reschedule the event. Email communications regarding the event cancellation and/or reschedule may be sent to notify registered participants if email addresses are available.

For early release and/or delayed openings, OHD requires employees be at work within one hour of the start time (for delayed openings) or until one hour before the closing time (for early releases).

OHD uses online news websites to determine closures, early releases, and delayed openings.

For questions or concerns about potential inclement weather, please contact your OHD Client Services Coordinator or Team Lead directly.

Updated 12-20-2013

System Concept and Solution

Biometric Screening

As the incumbent provider of screening services to City of Austin for the past 3 years, OHD is confident in its understanding of the requirements for planning, managing and executing on the health screening campaign for the City of Austin, TX. We further understand the flexibility needed to meet requirements that may arise but one not explicitly defined herein.

To meet these requirements, we rely on our tried and true processes for implementing, executing and managing biometric screening campaigns. As such, the best resource to describe how we will meet and exceed the requirements is through our *Screening Process: What to Expect* document found in this section. This document describes our preparation and careful approach to remove variability from the system. It includes things like sending back-up staff to avoid the pitfalls of “no-shows” and descriptions of how we manage different situations that arise at screening events from time to time.

To be sure, OHD has reviewed the RFP stated requirements for biometric screening in Section 3.1.1 – 3.1.18 and we confirm commitment to meet or exceed each stated requirement with only one exception. This exception is also listed in Attachment 5 of Tab 8 as requested.

3.1.2 Contractor, using a non-fasting finger stick, shall measure glucose, A1c, total cholesterol, HDL, LDL and Triglycerides.

OHD will not provide a finger-stick A1c solution due to compliance concerns. Recent regulatory changes and scrutiny by the FDA have made it a compliance issue for any screening vendor to supply point-of-care A1c testing via finger stick. Please see the attached notice to all OHD customers (Tab 8) regarding the discontinuance of the finger-stick A1c offering.

Note: the City of Austin has already converted to this approach in 2014 for the same reasons listed above.

3.1 Component 1: Biometric Screening Services

3.11 Contractor shall provide biometric screenings that measure each of the following health statuses: **Confirmed and Accepted**

- 3.1.1.1 Blood pressure
- 3.1.1.2 Height
- 3.1.1.3 Weight
- 3.1.1.4 Waist circumference
- 3.1.1.5 Body Mass Index (BMI)
- 3.1.1.6 Body composition

City of Austin
Purchasing Office
0500 Scope of Work for Wellness Services

- 3.1.2 Contractor, using a non-fasting finger stick, shall measure glucose, A1c, total cholesterol, HDL, LDL and triglycerides **See Exceptions above and in Tab 8.**
- 3.1.1.7 Non-fasting finger stick measurements shall be performed on a Cholestech LDX[®] System or equivalent.
- 3.1.3 Contractor staff administering finger sticks shall be a state certified Phlebotomist, Registered Nurse, Licensed Vocational Nurse or EMT – Paramedic. **Confirmed and Accepted**
- 3.1.4 Contractor shall perform and conduct biometric screenings at the request of City staff. Date, times and locations will be determined by the City. The Contractor shall accommodate any request made in writing by City staff thirty (30) days in advance. **Confirmed and Accepted**
- 3.1.5 Contractor shall provide equivalent services at large and small screening events. **Confirmed and Accepted**
- 3.1.6 Contractor shall arrive at the location and complete set-up for the events the day prior to the scheduled start date at the discretion of the City. **Confirmed and Accepted**
- 3.1.7 Contractor shall be prepared to accept walk-in participants in addition to appointments. Fifty percent (50%) of participants at each event may be walk-ins. **Confirmed and Accepted**
- 3.1.8 Contractor shall allow participants to register for screening appointments in 15 minute intervals up to 24 hours prior to the screening event. **Confirmed and Accepted**
- 3.1.9 Contractor shall be able to do all of the following: accept appointments through an online system, over the phone, or manually from a handwritten sign up sheet provided by City **Confirmed and Accepted**.
- 3.1.10 Contractor shall have a customer service center that participants can call to make appointments, change appointments, and ask general questions. The customer service center shall be open from 7:30 AM to 5 PM CST. **Confirmed and Accepted**
- 3.1.11 Contractor shall track appointments and increase appointment availability prior to the screening event to accommodate as many participants as possible **Confirmed and Accepted**
- 3.1.12 Contractor shall take appointments as soon as an event is confirmed by HealthyConnections staff. This includes events that are confirmed more than 30 days in advance. **Confirmed and Accepted**
- 3.1.13 Contractor shall provide each participant with their biometric measurement results during the screening event. **Confirmed and Accepted**
- 3.1.14 Contractor shall provide educational literature to each screening participant that provides an explanation of their screening results in comparison to generally accepted healthy range standards. **Confirmed and Accepted**
- 3.1.15 Contractor shall track results and shall have the ability to mail individual results to participants. Contractor shall also have a mechanism in place for participants to retrieve their results from a secure website. **Confirmed and Accepted**

City of Austin
Purchasing Office
0500 Scope of Work for Wellness Services

- 3.1.16 The Contractor shall have the capability to send and receive a secure biometric data file and files in the 834 file format as required by Health Insurance Portability and Accountability Act (HIPAA) on a bi-weekly basis. Contractor shall have the capability to send data to or from the City's medical plan carrier or eligibility vendor as part of the contract with no additional fees. (refer to Section 0640-signed business agreement). The Contractor shall be responsible for the accuracy and timeliness of all information submitted. **Confirmed and Accepted**
- 3.1.17 Contractor shall provide to HealthyConnections staff a quarterly aggregate report and analysis of participant results. This report will be required within 20 days of the end of the quarter. Report requirements shall include: health range for screening participants, percentage of employees not within healthy range and those at high risk. **Confirmed and Accepted**
- 3.1.18 Contractor shall produce reports which shall have the ability to be split up by different demographic points, providing at least 50 employees from that group complete the screening. Contractor shall determine ranges and risks by using commonly accepted health data. **Confirmed and Accepted**

GENERAL REQUIREMENTS

5.1 Staff

- 5.1.1 Contractor's staff members managing biometric screening events shall be a state certified Registered Nurse, Physician's Assistant, or EMT - Paramedic. **Confirmed and Accepted**
- 5.1.2 Contractor's staff members leading health education classes shall be clinically trained experts: Registered Nurse, Registered Dietician, Licensed Practical Nurse or Nurse Practitioner. **Confirmed and Accepted**
- 5.1.3 Contractor's staff shall refrain from eating while working. **Confirmed and Accepted**
- 5.1.4 Contractor's staff shall refrain from smoking or chewing tobacco products while at any City of Austin workplace. **Confirmed and Accepted**

5.2 Equipment and Materials (specific to the Biometric Screening Services)

- 5.2.1 Contractor shall use a Cholestech LDX[®] System or equivalent for finger stick blood screenings. *(Equivalent device must have supporting National Institute of Health documentation showing good clinical utility when compared to standardized lab results.)* **Confirmed and Accepted**
- 5.2.2 Contractor shall provide blood pressure cuffs and scales that can measure obese participants who require larger cuffs and scales that can weigh up to 400 pounds. **Confirmed and Accepted**
- 5.2.3 Contractor shall provide needles that can accommodate different skin types including callused and thicker skin. **Confirmed and Accepted**
- 5.2.4 Contractor shall provide all necessary materials, equipment, supplies and staff to a scheduled biometric screening event or health education class. **Confirmed and Accepted**
- 5.2.5 Contractor shall clean the service area and provide proper disposal of all medical and

City of Austin
Purchasing Office
0500 Scope of Work for Wellness Services
other waste in accordance with proper medical standards. **Confirmed and Accepted**

- 5.2.6 Contractor shall return any furniture moved during the event to its original location. **Confirmed and Accepted**
- 5.2.7 Contractor shall be able to conduct one hour, two hour, four hour, or full-day clinics. **Confirmed and Accepted**
- 5.3 Contractor shall provide training for the Employee Benefit Division staff on the four components offered in Section 3 of the scope of work, including providing administrative manuals. **Confirmed and Accepted**
- 5.4 Contractor shall be prepared to conduct health assessments on January 1, 2015. **Confirmed and Accepted**
- 5.5 Participants shall be able to compare their results to previous years' data (refer to Section 0640—signed business agreement) **Confirmed and Accepted**
- 5.6 At the end of the contract, the Contractor shall provide all participant data to another vendor at the request of the City. Refer to Section 0640—signed business agreement. **Confirmed and Accepted**

Wellness Incentive Tracking

With respect to Wellness Incentive Tracking, OHD has reviewed the RFP stated requirements for biometric screening in Section 3.1.1 – 3.1.18 and we confirm commitment to meet or exceed each stated requirement with only two exceptions. These exceptions are also listed in Attachment 5 of Tab 8 as requested.

3.3.8.1 Gift Cards and non-cash based rewards

3.3.8.3 Utilization of Flexible Spending Account (FSA)/ Health Reimbursement Arrangement (HRA)/Health Savings Account (HSA) vehicles for the funding of awards linked to activity completion.

Much like the pricing outline provided for Tab 7, which has separate pricing for Wellness Incentive Tracking and Website versus Wellness Incentive Administration – Gift Card or Non-Cash Reward, OHD is bidding only on the former. The two requirements above apply only to administration and were included as part of Wellness Incentive Tracking in the Scope of Work. As OHD is only bidding on Wellness Incentive Tracking and Website, OHD does not intend to meet these two requirements. OHD is not currently in the business of fulfillment.

3.3. Component 3: Wellness Incentive Tracking

- 3.3.1. Contractor shall have an online system that participants can access to view their earned and available incentives. Participation and incentives shall be updated on a monthly basis and shall be available for viewing on the website within one week (five business days) of data being sent to the Contractor. **Confirmed and Accepted**
- 3.3.2. Contractor shall have a mechanism for participants to securely sign in to the website using a password. Participants shall have the ability to reset their passwords to access the health assessment and previous data. **Confirmed and Accepted**
- 3.3.3. Contractor shall track all participation for all wellness programs designated by the City, including those conducted by a third party. **Confirmed and Accepted**
- 3.3.4. Contractor shall accept regular and ad hoc interface files and hard copy sign in sheets and agreement forms from the City and third party vendors and shall be responsible for uploading participant's data onto the Contractor's secure website. **Confirmed and Accepted**
- 3.3.5. Contractor shall track preventive care from the City's medical plan carrier based on a secure data file and files in the 834 file format as required by HIPAA on a bi-weekly basis to or from the City's medical plan carrier or eligibility vendor as part of the contract with no additional fees. Refer to Section 0640-signed business agreement. **Confirmed and Accepted**

1/3/14

Subject: A1c Offering

Dear OHD Customer,

As part of your most recent campaign, your employee participants' blood sugar levels were tested for hemoglobin A1c levels using a point-of care ("finger-stick") test kit. During the 4th quarter of 2013, we were informed that our current manufacturer is discontinuing its A1c test kit offering. In our search to find another point-of-care ("finger-stick") testing kit, we have also found that all other manufacturers of such kits are exiting the market, leaving no suitable solution for point-of-care A1c testing of dispersed employee populations in the U.S.

We have investigated the reasoning for the mass exodus of point-of-care A1c kit manufacturers and have found that their concerns are legal/regulatory in nature. As part of the Affordable Care Act, groups of physicians, known as accountable care organizations, will be compensated by CMS (Medicare) based upon demonstrated improvement in blood sugar levels as measured by A1c levels. The anticipated reactions to this change are perceived to greatly increase the likelihood of litigation, either from patients who are turned away by physicians based on A1c scores or by physicians themselves, if and when their compensation is affected negatively. We believe this concern may be amplified in the screening market, particularly for those of you already tying health insurance premium discounts to A1c test scores as outcomes based incentive or contemplating doing so in the near future.

In addition, we have been notified that regulatory bodies are concerned that these types of devices are potentially being used to "diagnose" diabetes. While neither OHD nor other screening vendors offer diagnoses, instead referring participants to their physicians to be diagnosed, there are concerns that this argument is less defensible than it has been in the past.

Based on the information above, we believe it is in the best interest of OHD and its clients to suspend the offering of point-of-care A1c testing, effective immediately, until another suitable solution can be found. We will work with your teams as necessary to convert your campaigns to testing blood sugar by fasting glucose or non-fasting glucose tests. Your account management team is ready to discuss the implications of this change on deployment, data history, pricing and other potential areas of your concern.

We thank you for your business and hope to continue to earn your trust moving forward.

Sincerely,

Kyle Alexander, CEO



City of Austin
Purchasing Office
Offer Clarification for Wellness Services
RFP CDL2000

To better evaluate your proposal, the City of Austin is requiring all Wellness Services Proposers to complete this clarification document. All documents (pages 1-8) shall be returned to Danielle Lord via email: Danielle.Lord@austintexas.gov no later than Tuesday, June 24, 2014 at 2:00 p.m.

1. Request for Proposals may be deemed as non-responsive if:
 - Offer does not provide costs for the full contract term of six years (*If a firm price cannot be provided after year one of the contract, you must provide a not to exceed percentage increase*).
 - Offer does not include all applicable fees (including sending and receiving monthly files, implementation, set-up, travel and any other additional fees).
 - Offer does not meet the requirements for each component as listed in the 0500 Scope of Work.
 - The expected participation on the attached cost sheets is altered.
 - Offer is on a per employee per month cost basis.
 - Offer is submitted on anything other than the attached cost sheets. (*The cost sheets may not be altered*).
 - Offer **is not** quoted on a stand-alone basis. Combining components and providing only one cost cannot be accepted.
 - Contractor does not agree to the rates quoted regardless of final participation.
2. Please indicate which components of this RFP are being proposed:

- | | |
|---|---|
| A. Component 1: Biometric Screening Services | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no |
| B. Component 2: Health Assessment Questionnaire | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no |
| C. Component 3: Wellness Incentive Tracking | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no |
| D. Component 4: Health Education | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no |



City of Austin
Purchasing Office
Offer Clarification for Wellness Services
RFP CDL2000

Biometric Screening – Component 1, 0500 Section 3.1

1. Proposal costs that do not include all requirements will be deemed non-responsive.

Required screenings are:

- Blood pressure
- Height, weight and waist circumference
- BMI
- A finger stick measurement includes blood glucose (either fasting or non-fasting), HDL, LDL and triglycerides.

2. A1C testing is no longer a required service.

3. Proposals with a minimum or maximum requirement of participants per screening event will be deemed non-responsive.

4. Screening Costs

Contract Year	Expected Participation	Cost Per Participant	Total Annual Cost (Expected Participation X Cost per Participant)
2015	12,500	\$40.00	\$500,000
2016	12,500	\$40.00	\$500,000
2017	12,500	\$40.00	\$500,000
2018	12,500	\$40.00	\$500,000
2019	12,500	\$40.00	\$500,000
2020	12,500	\$40.00	\$500,000
Total Cost:			\$3,000,000

In 2015 the City may require employees to complete a biometric screening. The cost proposal must be guaranteed regardless of final participation.



City of Austin
Purchasing Office
Offer Clarification for Wellness Services
RFP CDL2000

5. Additional Proposed Biometric Screenings:

Service	Cost Per Participant
Hemoglobin A1c Screening	\$8.00
Cardiac Risk Factors	
Cotinine	\$11.50
Prostate Cancer Screening	\$9.25
Skin Cancer Screening	N/A
Other (please list): Physician Referral Screenings (onsite alternative)	\$5.00
Other (please list): Online Aggregate Reporting & Analytics "Employee Health Intelligence"	\$4.00



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Offer Clarification for Wellness Services
RFP CDL2000

Health Assessment Questionnaire – Component 2, 0500 Section 3.2

1. Proposal costs that do not include all requirements will be deemed non-responsive.
2. Proposal costs that do not include both online and telephonic Health Assessments will be deemed as non-responsive.

Contract Year	Expected Participation	Cost Per Participant	Total Annual Cost (Expected Participation X Cost Per Participant)
2015	12,500	N/A	N/A
2016	12,500	N/A	N/A
2017	12,500	N/A	N/A
2018	12,500	N/A	N/A
2019	12,500	N/A	N/A
2020	12,500	N/A	N/A
Total Cost:			N/A

*In 2015 the City may require employees to complete the Health Assessment Questionnaire.
The cost proposal must be guaranteed regardless of final participation.*

3. Paper Health Assessments

Contract Year	Expected Participation	Cost Per Participant	Total Annual Cost (Expected Participation X Cost Per Participant)
2015	300	N/A	N/A
2016	300	N/A	N/A
2017	300	N/A	N/A
2018	500	N/A	N/A
2019	500	N/A	N/A
2020	500	N/A	N/A
Total Cost:			N/A

The cost proposal must be guaranteed regardless of final participation.



City of Austin
Purchasing Office
Offer Clarification for Wellness Services
RFP CDL2000

Wellness Incentive Tracking – Component 3, 0500 3.3

1. Proposal costs that do not include all requirements will be deemed non-responsive.
2. Wellness Incentive Tracking and Employee Portal

Contract Year	Expected Participants	Cost Per Participant	Total Annual Cost (Expected Participation X Cost Per Participant)
2015	12,500	\$4.00	\$50,000
2016	12,500	\$4.00	\$50,000
2017	12,500	\$4.00	\$50,000
2018	12,500	\$4.00	\$50,000
2019	12,500	\$4.00	\$50,000
2020	12,500	\$4.00	\$50,000
Total Cost:			\$300,000

3. Wellness Incentive Administration – Gift cards or non-cash rewards. The cost for the contractor to fulfill gift cards or non-cash rewards for the City must include administrative, mailing and cost of \$50 gift card)

Contract Year	Expected Participants	Cost Per Participant	Total Annual Cost (Expected Participation X Cost Per Participant)
2015	12,500	N/A	N/A
2016	12,500	N/A	N/A
2017	12,500	N/A	N/A
2018	12,500	N/A	N/A
2019	12,500	N/A	N/A
2020	12,500	N/A	N/A
Total Cost:			N/A



City of Austin
Purchasing Office
Offer Clarification for Wellness Services
RFP CDL2000

4. Wellness Incentive Administration – FSA/HSA/HRA. The cost for the contractor to provide FSA/HSA/HRA administration. Cost of debit cards and banking charges must be included.

Contract Year	Expected Participants	Cost Per Participant	Total Annual Cost (Expected Participation X Cost Per Participant)
2015	12,500	N/A	N/A
2016	12,500	N/A	N/A
2017	12,500	N/A	N/A
2018	12,500	N/A	N/A
2019	12,500	N/A	N/A
2020	12,500	N/A	N/A
Total Cost:			N/A



City of Austin
Purchasing Office
Offer Clarification for Wellness Services
RFP CDL2000

Health Education – Component 4, 0500 Section 3.4

1. Proposal costs that do not include all requirements will be deemed non-responsive.
2. At a minimum contractor must offer pre-diabetes, heart health and weight management classes. Other class types may be considered during implementation or annually during the contract renewal process.

Contract Year	Total Number of Expected Classroom Hours per Year	Cost per Classroom Hour	Total Annual Cost (Number of Expected Classroom hours X Cost per Classroom Hour)
2015	400	N/A	N/A
2016	400	N/A	N/A
2017	450	N/A	N/A
2018	500	N/A	N/A
2019	550	N/A	N/A
2020	600	N/A	N/A
Total Cost:			N/A



City of Austin
Purchasing Office
Offer Clarification for Wellness Services
RFP CDL2000

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.


ACKNOWLEDGED BY:

Steven Staneff

Name

Onsite Health Diagnostics

Company Name


Authorized Signature

June 20, 2014

Date



City of Austin
Purchasing Office
Clarification #2 for Wellness Services
RFP CDL2000

The City of Austin is incorporating the following clarification to the above referenced solicitation:

CLARIFICATION:

Delete 0600-Preparation Instructions and Evaluation Factors **Section 4B**
Evaluation Factors of solicitation CDL2000 in its entirety and replace with the following:

B. Evaluation Factors: up to 100 points per component

Business Organization

20 POINTS

- Experience and longevity of the organization,
- Experience and qualifications of personnel,
- Number of experienced and qualified personnel,
- Capability to service multiple locations.

Proposed Concept and Solution

30 POINTS

- Responsiveness to minimum operational requirements,
- Ability to provide service,
- Ability to meet scheduling obligations, and;
- Adherence to proposal format.

Cost

40 POINTS

- Biometrics Screening Services
- Health Assessment Questionnaires
- Wellness Incentive Tracking
- Health Education
- You are not required to bid on all 4 components.

Local Presence

10 POINTS

- i. A firm (Proposer or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of



City of Austin
Purchasing Office
Clarification #2 for Wellness Services
RFP CDL2000

the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this RFP.

- ii. Points will be awarded through a combination of the Proposer's Local Business Presence and/or the Local Business Presence of their subcontractors per the below evaluation criteria. **(If you will be utilizing subcontractors, you must contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and include the completed No Goals Utilization Plan with your submittal in Part I-Required Documents.)**
- iii. Business Presence of subcontractors will be based on the dollar amount of goods and/or services as reflected in the Proposer's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan.

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local business presence of between 1% and 24%	2
No local presence	0

The City will score offers on the basis of item 1-7 above. The City may select a short-list of contractors based on these scores. Short-listed contractors will be invited for interviews with the City. 25 points maximum.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This clarification document (pages 1-3) shall be submitted, signed (page 3), and returned to Danielle Lord via email: Danielle.Lord@austintexas.gov no later than Monday, July 14, 2014 at 2:00 p.m.



City of Austin
Purchasing Office
Clarification #2 for Wellness Services
RFP CDL2000

ACKNOWLEDGED & ACCEPTED BY:

Steven Staneff
Name

Onsite Health Diagnostics
Company Name

Steven Staneff
Authorized Signature

7/11/14
Date



July 31, 2014

John Carew
Karelia Health

Subject: Best and Final Offer of RFP CDL2000, Wellness Services-Health Education

Dear Mr. Carew:

Thank you for your response to the Wellness Service solicitation for the City of Austin. The City has identified Karelia Health as a finalist and is requesting a Best and Final Offer (BAFO) from your company in regards to your submittal.

The City is requesting your organization's Best and Final Offer (BAFO) based upon the **Health Education** component described in the RFP solicitation. The BAFO pricing document Section 0620 Wellness Services – Health Education Cost Sheet is attached and must be completed on the form provided.

1. Your organization shall propose rates for the full six (6) year contracting period, without stipulations. The rates shall be guaranteed for the initial 36-month period. Firm rates or maximum rate caps MUST be provided for the three (3) 12-month extension option periods.
2. Your organization shall quote rates out to two (2) decimal points.

All information is due back to me via email by 2:00 p.m. CST, on Thursday, August 7, 2014.

Thank you for your participation in this competitive solicitation. We appreciate your interest in doing business with the City of Austin.

Sincerely,

Danielle Lord
Corporate Contract Compliance Manager
City of Austin
Purchasing Office
512-974-2298

Health Education – Component 4, 0500 Section 3.4

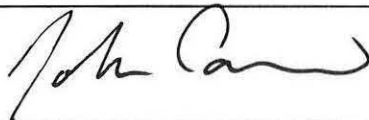
1. Proposal costs that do not include all requirements may be deemed non-responsive.
2. At a minimum contractor shall offer pre-diabetes, heart health and weight management classes. Other class types may be considered during implementation or annually during the contract renewal process.
3. An entry of "0" (zero) or blank entry will be interpreted by the City as no-charge (free) and the City will not pay for that item.

Contract Year	Total Number of Expected Classroom Hours per Year	Cost per Classroom Hour	Total Annual Cost (Number of Expected Classroom hours X Cost per Classroom Hour)
2015	400	\$250.00 to a \$315.00 MAX	\$126,000.00
2016	400	\$250.00 to a \$315.00 MAX	\$126,000.00
2017	450	\$250.00 to a \$320.00 MAX	\$144,000.00
2018	500	\$250.00 to a \$320.00 MAX	\$160,000.00
2019	550	\$250.00 to a \$325.00 MAX	\$178,750.00
2020	600	\$250.00 to a \$325.00 MAX	\$195,000.00
Total Cost:			\$929,750.00

The City of Austin will utilize the information on this BAFO for analyzing competing proposals and selection purposes.

Vendor Name: John Carew, Karelia Health

Vendor Signature:



Date: July 31, 2014



July 31, 2014

Elizabeth Poe
Executive Assistant
Onsite Health Diagnostics

Subject: Best and Final Offer of RFP CDL2000, Wellness Services-Biometrics Screening Services

Dear Ms. Poe:

Thank you for your response to the Wellness Service solicitation for the City of Austin. The City has identified Onsite Health Diagnostics as a finalist and is requesting a Best and Final Offer (BAFO) from your company in regards to your submittal.

The City is requesting your organization's Best and Final Offer (BAFO) based upon the **Biometric Screening Services** component described in the RFP solicitation. The BAFO pricing document Section 0620 Wellness Services – Biometric Screenings Cost Sheet is attached and must be completed on the form provided.

1. Your organization shall propose rates for the full six (6) year contracting period, without stipulations. The rates shall be guaranteed for the initial 36-month period. Firm rates or maximum rate caps MUST be provided for the three (3) 12-month extension option periods.
2. Your organization shall quote rates out to two (2) decimal points.

All information is due back to me via email by 2:00 p.m. CST, on Thursday, August 7, 2014.

Thank you for your participation in this competitive solicitation. We appreciate your interest in doing business with the City of Austin.

Sincerely,

Danielle Lord
Corporate Contract Compliance Manager
City of Austin
Purchasing Office
512-974-2298

Biometric Screening – Component 1, 0500 Section 3.1

1. Proposal costs that do not include all requirements may be deemed non-responsive.

Required screenings are:

- Blood pressure
- Height, weight and waist circumference
- BMI
- A finger stick measurement includes blood glucose (either fasting or non-fasting), HDL, LDL and triglycerides.

2. A1c testing is no longer a required service.

3. Proposals with a minimum or maximum requirement of participants per screening event may be deemed non-responsive.

4. An entry of "0" (zero) or blank entry will be interpreted by the City as no-charge (free) and the City will not pay for that item.

5. Screening Costs

Contract Year	*Expected Participation	Cost Per Participant	Total Annual Cost (Expected Participation X Cost per Participant)
2015	12,500	\$39.50	\$493,750
2016	12,500	\$39.50	\$493,750
2017	12,500	\$39.50	\$493,750
2018	12,500	\$39.50	\$493,750
2019	12,500	\$39.50	\$493,750
2020	12,500	\$39.50	\$493,750
Total Cost:			\$2,962,500

Note: In 2015 the City may require employees to complete a biometric screening. The cost proposal must be guaranteed regardless of final participation.

**The Expected Participation Levels noted above are estimates and not a guarantee of actual participation. The City does not guarantee participation and the estimates are provided as a guide; actual participation may be more or less.*

6. Additional Proposed Biometric Screenings:

Service	Cost Per Participant
Hemoglobin A1c Screening	
Cardiac Risk Factors	
Cotinine	\$11.00
Prostate Cancer Screening	
Skin Cancer Screening	
Other (please list)	\$5.00 Physician Referral Screenings

	\$4.00 Online Aggregate Reporting

The City of Austin will utilize the information on this BAFO for analyzing competing proposals and selection purposes.

Vendor Name: Onsite Health Diagnostics

Vendor Signature:

Steven Staneff

Date:

8/6/14



RECEIVED

2014 MAR 33 AM 9:27

CITY OF AUSTIN, TEXAS



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Lynn Rich, Buyer II
DATE: April 1, 2014

SUBJECT: Request for Determination of Goals for Solicitation No. LMR0300
Project Name: Wellness Program
Commodity _____
Code(s): 94855/9485584
Estimated Value: \$ 545,100 annually

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

The Departmental Point of Contact is: Michelle Du at Phone: 512-974-2547

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 974-2076

 Approved w/ Goals

 Approved, w/out Goals


Recommend the use of the following goals based on the below reasons:

a. Goals: % MBE % WBE

b. Subgoals % African American % Hispanic

 % Native/Asian American % WBE

This determination is based on the following reasons: _____


Veronica Lara, Director

Date: 4-11-14

cc: Lorena Resendiz